

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL FOURNIER (A/L)
BENJAMIN GRANT (A/L)



SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

FULLY REMOTE SPECIAL CITY COUNCIL MEETING - FEBRUARY 23, 2026

The Portland City Council will hold a City Council Meeting remotely via Zoom. The Honorable Mark Dion, Mayor, will preside.

To submit written public comment on an agenda item, email publiccomment@portlandmaine.gov. Submissions must be received by 12:00 pm the day before the Council meeting to guarantee their inclusion in the agenda packet. All submissions must include the commenter's name and legal address. To help ensure your comment is submitted for the correct item, please include the order number (see below).

The City Council will conduct this meeting via Zoom pursuant to the Remote Meeting Policy adopted by the Portland City Council. A recording will be available in the [Agenda Center](#) following the meeting.

For public comment via Zoom, you will need to use the "raise your hand" feature. To raise your hand via the telephone, please hit *9. You will be unmuted by the host when it is time for public comment.

To join this meeting remotely, please visit: <https://portlandmaine-gov.zoom.us/j/86488672978?pwd=vu4YVP9DoO6umFP1rO4OQQXImO84ma.1>

PLEDGE OF ALLEGIANCE:

ROLL CALL:

5:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

ANNOUNCEMENTS:

RECOGNITIONS:

PRESENTATIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting Minutes 02.02.2026

CONSENT ITEMS:

Order 132-25/26 Granting Municipal Officers' Approval of Lord Hobo Brewing Company, dba Lone Pine Brewing Company. Application for Class XI Restaurant/Lounge with Outdoor Dining on Private Property at 250 Commercial Street - Sponsored by Danielle P. West, City Manager

Application was filed on 1/15/26. Location was previously Camp Pennant.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

Order 133-25/26 Granting Municipal Officers' Approval of Grace Events LLC, dba Grace. Application for Class XI Restaurant/Lounge with Indoor Entertainment at 15 Chestnut Street - Sponsored by Danielle P. West, City Manager

Application was filed on 1/27/26. This is a change of ownership of an existing establishment.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

Order 134-25/26 Granting Municipal Officers' Approval of Birds of a Feather, dba Elizabeth's. Application for Class XI Restaurant/Lounge with Outdoor Dining on Public Property at 47 Wharf Street - Sponsored by Danielle P. West, City Manager

Application was filed on 1/27/26. Location was previously Jefe Juan's.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

UNFINISHED BUSINESS:

Order 127-25/26 Accepting and Appropriating \$250,000 in Donated Funds Raised by the Portland Parks Conservancy for the Portland Public Pool Replacement Project - Sponsored by Danielle P. West, City Manager

This agenda item appropriates \$250,000 of additional private donations raised by the Portland Parks Conservancy to the Portland Public Pool Replacement project. Prior agenda item (Order 63-24/25) appropriated the initial \$1M in private donations.

This item must be read on two separate days. It received its first reading on February 2. Five affirmative votes are required for passage after public comment.

Order 128-25/26 Accepting and Appropriating a \$3,783 Maine Historic Preservation Commission Grant for Planning Staff Participation in Forum 2026 - Sponsored by Danielle West, City Manager

On October 30, 2025 the City of Portland was awarded a \$3,783 grant award from the Maine Historic Preservation Commission (MHPC), to support staff attendance at Forum 2026 (a national preservation conference organized by the National Alliance of Preservation Commissions or NAPC). The Planning and Urban Development department will provide \$1,261 in matching funds from previously allocated professional development funds.

This item must be read on two separate days. It received its first reading on February 2. Five affirmative votes are required for passage after public comment.

Order 129-25/26 Approving the Service Contract Between the Maine Historic Preservation Commission and the City of Portland and Accepting and Appropriating a Pass-Through Grant in the Amount of \$13,257 - Sponsored by Danielle West, City Manager

On October 30, 2025, the City of Portland was awarded a \$13,257 grant award from the Maine Historic Preservation Commission (MHPC), which will be administered as a pass-through grant to the Maine Charitable Mechanic Association for the replacement of the

Casco Street bulkhead at Mechanics' Hall. The Maine Charitable Mechanic Association will provide \$10,000 in matching funds. As a pass-through grant, the City will not contribute funds to this project.

This item must be read on two separate days. It received its first reading on February 2. Five affirmative votes are required for passage after public comment.

Order 130-25/26 Approving the Service Contract Between the Maine Historic Preservation Commission and the City of Portland and Accepting and Appropriating a Pass-Through Grant in the Amount of \$14,332 to the Fifth Maine Regiment Museum - Sponsored by Danielle West, City Manager

On October 30, 2025, the City of Portland was awarded a \$14,332 grant award from the Maine Historic Preservation Commission (MHPC), which will be administered as a pass-through grant to the Fifth Maine Regiment Museum for pre-development work for the future foundation repair of the Fifth Maine Museum on Peaks Island. The Fifth Maine Regiment Museum will provide \$4,778 in matching funds. As a pass-through grant, the City will not be providing any funds to the project.

This item must be read on two separate days. It received its first reading on February 2. Five affirmative votes are required for passage after public comment.

Order 131-25/26 Extending for 179 Days the Moratorium on Theater and Performance Hall Projects with a Capacity Exceeding 2000 People in the City of Portland Established by Order 9-25/26 - Sponsored by Wesley Pelletier, City Councilor

This order would extend the 180-Day Moratorium on theater and performance hall projects with a capacity exceeding 2000 people in the City of Portland which was first passed as Order 9-25/26. This moratorium allows the Housing & Economic Development Committee time to review and propose a recommend amendments to the City Code to address concerns related to the impact of large entertainment venues on public parking, traffic congestion, public safety, and other City infrastructure.

This item must be read on two separate days. It received its first reading when it was moved from the floor on February 2. To make this item effective immediately, the sponsor is requesting that this item be passed as an emergency. Seven affirmative votes are required for passage as an emergency after public comment.

ORDERS:

Order 135-25/26 Approving the Purchase and Sale Agreement Between Carassas Holdings LLC and Portland RE: Portland Technology Park Property - Sponsored by Housing and Economic Development Committee, Pious Ali, Chair

The City created a seven-site land condominium in 2016 at Portland Technology Park (PTP) and sold Unit 1 to Patrons Oxford Insurance Company, leaving six sites undeveloped. In July 2025, the City received a letter of intent from Carassas Holdings, LLC, to purchase Condo Unit 1 at the PTP. The intended use of Unit 1 by Carassas Holdings, LLC, is to develop the site into flexible incubator space, featuring finished office space, private bathrooms, and drive-in doors. Staff brought this to the Housing and Economic Development Committee at its meeting on February 3, 2026, and the vote was

4-0 to forward this to the City Council with a recommendation of approval.

Five affirmative votes are required for passage after public comment.

Order 136-25/26 Accepting and Appropriating \$10,000 in Resilient Communities Grant Funding from the Casco Bay Estuary Partnership - Sponsored by Danielle P. West, City Manager

This order accepts a Resilience and Monitoring Grant from the Casco Bay Estuary Partnership in the amount of \$10,000. Funds from the grant will be used to host a workshop on Great Diamond Island to demonstrate land management strategies that protect coastal infrastructure by reducing erosion from stormwater run-off. The project will also develop educational materials describing techniques and best practices that will be made available to coastal property owners, landscape architects and designers, and landscaping companies who work on the coast in Casco Bay. The project is being conducted in collaboration with GDI residents and the Island Institute.

This item must be read on two separate days. This is its first reading.

Order 137-25/26 Accepting and Appropriating a \$1,000 Donation from Justin Alfond for the City's Natural Helpers Program - Sponsored by Danielle P. West, City Manager

This item would accept and appropriate a \$1,000 donation from Justin Alfond in support of the Natural Helpers Program administered by the City's Office of Economic Opportunity (OEO).

The Natural Helpers Program is based on national best practices designed to improve the inclusivity of government services and programs. It relies heavily on a partnership between the City and community leaders to help connect minority communities to resources in order to achieve a working, sustainable lifestyle in Portland.

This item must be read on two separate days. This is its first reading.

Order 138-25/26 Approving Agreement Between the Maine Department of Transportation and Portland RE: Improvements to Franklin Street and Marginal Way - Sponsored by Danielle P. West, City Manager

This project is being administered through MaineDOT's Multimodal Program. MaineDOT proposes to pay 100% of the project costs for updating traffic signal equipment at Franklin Street and Marginal Way, as well as adjustments at the Exit 7 Ramps and improved detection at the Fox/Somerset intersection. By signing the partnership agreement, it enables MaineDOT to proceed with the project, which obligates the City to ongoing maintenance of the equipment following project completion.

This item must be read on two separate days. This is its first reading.

Order 139-25/26 Approving the Payment-in-Lieu-of-Tax (PILOT) Policy - Sponsored by Finance Committee, April Fournier, Chair

The Finance Committee voted on January 29, 2026 to recommend passage of this item as amended, vote 2-0 (Councilor Fournier absent).

In recent years, several Council Committees have worked towards the goal of development of a voluntary Payment in Lieu of Taxes (PILOT) policy for the City of Portland. At the January 29, 2026 Finance Committee meeting, the Committee members in attendance unanimously recommended a draft policy for consideration by the full Council. The policy has been shaped by many years of outreach and input from peer cities, elected officials, City staff, and exempt entities. Many of the PILOT policy core components are a direct result of feedback received during the multi-year policy development process.

See the Background section of memorandum for additional information on the PILOT policy and key components.

Five affirmative votes are required for passage after public comment.

EXECUTIVE SESSION:

ADJOURNMENT:

ZOOM INFORMATION:

The City Council will conduct this meeting from Council Chambers, located on the second floor of City Hall.

<https://portlandme.portal.civicclerk.com/event/8374/media>

PLEDGE OF ALLEGIANCE:

Mayor Dion lead all present in the Pledge of Allegiance.

ROLL CALL:

Mayor Dion called the meeting to order at 5:01PM.

Councilors Present: Councilor Grant, Councilor Sykes, Councilor Ali, Councilor Michniewicz, Councilor Bullett, Councilor Phillips, Mayor Dion (Councilor Fournier absent, Councilor Pelletier absent at Roll Call, arrived at 5:08)

5:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

Mayor Dion opened the floor for public comment. The following individuals spoke: No one spoke

ANNOUNCEMENTS:

RECOGNITIONS:

PRESENTATIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Approval of Minutes:

January 21, 2026 Council Meeting

Motion was made by Councilor Ali and seconded by Councilor Michniewicz. Passage 7-0 (Councilors Fournier & Pelletier absent, arrived at 5:08)

City Council Meeting Minutes 01.21.2026

PROCLAMATIONS:

Proclamation 13-25/26 Recognizing Barber Foods - Sponsored by Councilor Pious Ali

Councilor Ali read Proclamation 13-25/26 Recognizing Barber Foods into the record.

Proclamation 19-25/26 Recognizing Cullen Ryan for his Leadership at Community Housing of Maine - Sponsored by Councilor Sarah Michniewicz

Councilor Michniewicz read Proclamation 19-25/26 Recognizing Cullen Ryan for his leadership at Community Housing of Maine into the record.

Proclamation 20-25/26 Recognizing February 7, 2026 as 2-0-7 Day - Sponsored by Mark Dion, Mayor

Councilor Bullett read Proclamation 20-25/26 Recognizing February 7, 2026 as 2-0-7 Day into the record.

Proclamation 21-25/26 Recognizing Parker Poole IV for his Bravery and Service to the City of Portland - Sponsored by Mark Dion, Mayor

Councilor Grant read Proclamation 21-25/26 Recognizing Parker Poole IV for his Bravery and Service to the City of Portland into the record.

CONSENT ITEMS:

Order 124-25/26 Granting Municipal Officers' Approval of Luna Sole Creative Party Planning, dba The Maine Lobsterbake. Application for Qualified Catering at 416 Commercial Street - Sponsored by Danielle P. West, City Manager

Order 124-25/26 through Order 125-25/26 were read and passed as consent items: Public comment was taken on orders together.

Motion was made by Councilor Ali and seconded by Councilor Michniewicz for passage. Passage: 8-0 (Councilor Fournier absent)

Mayor Dion opened the floor for public comment. The following individuals spoke: No one spoke

Order 125-25/26 Granting Municipal Officers' Approval of JTR Holdings, dba Churchill Events. Application for Qualified Catering at 1037 Forest Ave, #9 - Sponsored by Danielle P. West, City Manager

Order 124-25/26 through Order 125-25/26 were read and passed as consent items: Public comment was taken on orders together.

Motion was made by Councilor Ali and seconded by Councilor Michniewicz for passage. Passage: 8-0 (Councilor Fournier absent)

Mayor Dion opened the floor for public comment. The following individuals spoke: No one spoke

COMMUNICATIONS:

Communication 11-25/26 Regarding the 2026 Council Common Goals - Mark Dion, Mayor

As a communication, item requires no public comment or formal Council action.

RESOLUTIONS:

Resolve 7-25/26 Authorizing the Mayor, on Behalf of the City Council, to Participate in Litigation Related to the Surge of Immigration Enforcement Activities - Sponsored by Mark Dion, Mayor

Motion was made by Councilor Ali and seconded by Councilor Phillips for passage as an emergency. Passage: 8-0 (Councilor Fournier absent)

Mayor Dion opened the floor for public comment. The following individuals spoke:

Mayor Dion, Sarah (Portland resident), Brett (Cedar St)

**Item passed as an emergency. Item takes effect immediately*

UNFINISHED BUSINESS:

Order 115-25/26 Amendment to Portland City Code Chapter 34 RE: Landcare Management Advisory Committee (LMAC) - Sponsored by Legislative & Nominating Committee, Mayor Mark Dion, Chair

Motion was made by Councilor Grant and seconded by Councilor Phillips for passage.

Passage: 8-0 (Councilor Fournier absent)

Mayor Dion opened the floor for public comment. The following individuals spoke: Mayor Dion, Avery Kamila (LMAC member), Phil Roberts (Ornamental Horticulture of Maine), Karen Snyder (Portland resident), Councilor Michniewicz, Councilor Phillips, Councilor Sykes, Councilor Grant

Order 121-25/26 Approving an Agreement Between the Maine Department of Transportation and Portland RE: Improvements to Route 9, Route 9 West, and Route 22 - Sponsored by Danielle P. West, City Manager

Motion was made by Councilor Ali and seconded by Councilor Phillips for passage. Passage: 8-0 (Councilor Fournier absent)

Mayor Dion opened the floor for public comment. The following individuals spoke: Councilor Phillips, Mike Murray (Director of Public Works), Councilor Michniewicz

Order 122-25/26 Accepting and Adopting Emergency Operations Plan - Sponsored by the Health & Human Services and Public Safety Committee, Anna Bullett, Chair

Order 122-25/26 and 123-25/26 read as companion orders. Public comment was taken on orders together.

Motion was made by Councilor Phillips and seconded by Councilor Bullett for passage as an emergency. Passage: 8-0 (Councilor Fournier absent)

Mayor Dion opened the floor for public comment. The following individuals spoke: Councilor Bullett, Councilor Sykes, Councilor Pelletier

**Item passed as an emergency. Item takes effect immediately.*

Order 123-25/26 Amendments to Portland City Code Chapter 2 RE: Emergency Management - Sponsored by the Health & Human Services and Public Safety Committee, Anna Bullett, Chair

Order 122-25/26 and 123-25/26 read as companion orders. Public comment was taken on orders together.

Motion was made by Councilor Bullett and seconded by Councilor Michniewicz for passage as an emergency. Passage: 8-0 (Councilor Fournier absent)

Mayor Dion opened the floor for public comment. The following individuals spoke: Councilor Bullett, Councilor Sykes, Councilor Pelletier

**Item passed as an emergency. Item takes effect immediately.*

ORDERS:

Order 126-25/26 Renaming Kiwanis Pool in Libbytown the Rising Eddy Community Pool - Sponsored by the Sustainability & Transportation Committee, Regina Phillips, Chair

Motion was made by Councilor Phillips and seconded by Councilor Michniewicz for passage. Passage: 8-0 (Councilor Fournier absent)

Mayor Dion opened the floor for public comment. The following individuals spoke: Councilor Phillips

Order 127-25/26 Accepting and Appropriating \$250,000 in Donated Funds Raised by the Portland Parks Conservancy for the Portland Public Pool Replacement Project - Sponsored by Danielle P. West, City Manager

This is first reading.

Order 128-25/26 Accepting and Appropriating a \$3,783 Maine Historic Preservation Commission Grant for Planning Staff Participation in Forum 2026 - Sponsored by Danielle West, City Manager

This is first reading.

Order 129-25/26 Approving the Service Contract Between the Maine Historic Preservation Commission and the City of Portland and Accepting and Appropriating a Pass-Through Grant in the Amount of \$13,257 - Sponsored by Danielle West, City Manager

This is first reading.

Order 130-25/26 Approving the Service Contract Between the Maine Historic Preservation Commission and the City of Portland and Accepting and Appropriating a Pass-Through Grant in the Amount of \$14,332 to the Fifth Maine Regiment Museum - Sponsored by Danielle West, City Manager

This is first reading.

EXECUTIVE SESSION:

NON-AGENDA ITEMS (MOVED FROM THE FLOOR):

Order 131-25/26 Extending for 179 Days the Moratorium on Theater and Performance Hall Projects with a Capacity Exceeding 2000 People in the City of Portland Established by Order 9-25/26 - Sponsored by Wesley Pelletier, City Councilor

Motion to suspend the rules made by Councilor Pelletier and seconded by Councilor Ali.
Passage: 8-0 (Councilor Fournier absent)

Mayor Dion opened the floor for public comment. No one spoke

This is first reading.

Resolve 8-25/26 Calling Upon the Governor of Maine to Enact a Temporary Stay of Residential Evictions to Protect Public Health and Housing Stability - Sponsored by Kate Sykes and Pious Ali, City Councilors

Item taken out of order following Proclamation 21-25/26

Motion to suspend the rules made by Councilor Sykes and seconded by Councilor Phillips. Passage: 8-0 (Councilor Fournier absent)

Mayor Dion opened the floor for public comment. The following individuals spoke: Julie O'Boyle (Portland resident), James Downey (State St), Zoe (Portland resident), Selene (Portland resident), Marietta (Grant St), Eli (Morning St), Sarah (Portland resident), Rebecca (Portland resident), Lily (Chadwick St), Collin (Portland resident), Councilor Sykes, Councilor Grant, Councilor Pelletier, Councilor Ali, Councilor Michniewicz, Mayor Dion

Motion was made by Councilor Sykes and seconded by Councilor Phillips for passage as

an emergency. Passage: 8-0 (Councilor Fournier absent)

**Item passed as an emergency. Item takes effect immediately.*

ADJOURNMENT:

Motion was made by Councilor Pelletier and seconded by Councilor Ali to adjourn. Passage: 8-0 (Councilor Fournier absent)

Adjourned 6:25PM

A TRUE RECORD

Abbey Lombard, Interim City Clerk

MEMORANDUM
City Council Agenda Item

FROM:

DATE: January 23, 2026

SUBJECT: Order 132-25/26 Granting Municipal Officers' Approval of Lord Hobo Brewing Company, dba Lone Pine Brewing Company. Application for Class XI Restaurant/Lounge with Outdoor Dining on Private Property at 250 Commercial Street - Sponsored by Danielle P. West, City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: N/A

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 1/15/26. Location was previously Camp Pennant.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Lone Pine_Council Packet
2. 2026.02.23_Lone Pine_Council Order

Prepared by:

Date: 01/23/2026

January 15, 2026

Mayor Mark Dion and Portland City Council
389 Congress Street
Portland, Maine 04101

Dear Mayor Dion and City Councilors,

On behalf of our client, Lord Hobo Brewing Company, LLC d/b/a Lone Pine Brewing Company ("Lone Pine") please find attached to this letter the following applications:

1. Food Service Establishment with Alcoholic Beverages License
2. Application for Brewery, Winery and Distillery Manufacturing License;
3. Outdoor Dining Permit on Private Property Supplemental Application; and
4. Application for an Entertainment License

Lone Pine will be assuming the lease and location currently occupied by Camp Pennant on Commercial Street. This location includes a restaurant, brewery, brewery and associated outside dining area, contributing to the dynamic brewing and distilling scene in Portland.

Thank you very much for your consideration of our application.

Kind Regards,



Brandon J. Mazer, Esq.
Attorney

- Once the Business Licensing Office has received all approvals from the required departments, the office will approve the state license and issue the municipal license.

All applicants must pay the following fee for the application to be submitted for council approval:

Application fee: \$45

Liquor Class Fee: (see next page for amounts)

Health Inspection Fee: \$150

Background check: \$21/person

Additional fees such as Outdoor Dining and Entertainment will be listed in the Application

Liquor Classification of Establishment

Class XI (Class A Restaurant/Lounge) \$2326.00

Maine B.E.L.L.S. File/Tracking Number 126794

Date of Submission of Maine B.E.L.L.S. application: 01/09/2026

Name of Establishment (Doing Business As) Lone Pine Brewing Company

Physical Location of Establishment (Street Address) 250 Commercial Street

What is the business' ownership structure? Corporation/LLC/Non-Profit Organization

Name of Corporation, LLC, or Non-Profit Organization Lord Hobo Brewing Company, LLC

Business Mailing Address 5 Draper Street

City Woburn

State MA

ZIP 01801

Business Phone 207-229-3479

Establishment Email bmazer@perkinsthompson.com

Contact Person Name Brandon Mazer

Contact Person Phone 207-7742635

Contact Person Email bmazer@perkinsthompson.com

What is your targeted opening date? 02/01/2026

Please list names, residence addresses, and birthdates of ALL owners and partners. If for a corporation please include all officers and or persons to satisfy 28-A M.R.S. §651. Click green plus button to add persons.

Owners, Partners, and Officers

i. Name

Thomas Madden

Street Address of Primary Residence

74 Beech Ridge Road

City

Scarborough

State

Maine

ZIP

04074

Birth Date

05/14/1986

ii.

Name

John Paul

Street Address of Primary Residence

40 Ocean Greens Drive

City

Saco

State

Maine

ZIP

04072

Birth Date

04/13/1986

Corporation/LLC Name Lord Hobo Brewing Company**Corporate Mailing Address** 5 Draper Street**City** Woburn**State** MA**ZIP** 01801**Primary Contact Person** Thomas Madden**Contact Phone** 207-229-3479**Is any principal officer under the age of 21?** NO**Have applicant, partners, associates, or corporate officers** NO

ever been arrested, indicted, or
convicted for any violation of law?

Please list names, addresses, and contact information for on-site managers.

On-Site Managers

i. **Name**

Thomas Madden

Date of Birth

05/14/1986

Phone

207-229-3479

Email

tom@lonepinebrewery.com

**Owner of Premises (Landlord)
Name** CM Waterfront Properties LLC

**Address of Premises Owner
(Landlord)** 11 Wallace Avenue

City South Portland

State ME

ZIP 04106

Type of Food Served: Pizza, Burgers, Lobster Rolls

Please select all that will be served:

- Beer
- Wine
- Liquor

Days and Hours of Operation: 11:00 AM-1:00 AM 7 days

**Is the establishment less than 300
feet from a school, dormitory,
church or parish house, or similar
establishment?** NO

**Will you have entertainment on the
premises? (If yes, a Supplemental
Application for Entertainment is
required.)** NO

**Will you permit dancing after 1:00
a.m.?** NO

**Will you have outside dining? (If
yes, an Outdoor Dining Application
is required)** YES

If there will be outside dining, will it be on: PRIVATE Property

Will you have any pool tables or amusement devices (pinball, video games, juke box)? NO

Does the Issuance of this license directly or indirectly benefit any City employee(s)? NO

Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland? YES

If Yes, please list business name(s) and location(s): Lone Pine Brewing Company, 219 ANDERSON STREET #4 PORTLAND ME 04101

Application for Outdoor Dining

Please Note:

Creation or expansion of outdoor dining areas requires building permit approval from the Permitting Department. The outdoor dining area is considered an increase in occupancy for the business as a whole, and may require certain upgrades such as increasing the number of toilet facilities, depending on the current/proposed occupancy figures and the existing plumbing capacity. Your permit application will need to include a plot plan showing the exact dimensions and layout of the proposed outdoor dining area as well as indoor floor plans showing existing facilities.

If you have any questions about this process, please contact the Business Licensing Office: at BL@portlandmaine.gov or 207-874-8557

Additional Licensing Fees

Outdoor Private Dining: \$125

Parklet Outdoor Dining: 1 Parklet \$3,000/2 Parklet \$5,000

Public Outdoor Dining: \$84 + \$2/sqft

In a City Park: \$84 + \$6.30/sqft

What type(s) of Outdoor Dining will the establishment have? • Outdoor Dining on PRIVATE Property

What is total square footage of the Outdoor Dining area? 894

What is total number of tables? 9

What is total number of chairs? 50

Please include the following:

- Letter of intent addressed to the Mayor and Members of the City Council
- Floorplan/Layout of the premises
- Menu
- Purchase & Sale, Deed/Title, Lease Agreement, Berthing Agreement (Vessels), or Non-Renewal Notification from previous owner (if applicable)

Letter of intent addressed to the Mayor and Members of the City Council



Letter of Intent (letterhead) (Portland) (P2571859x9F873).PDF

Floorplan/Layout of the premises



Updated Plan 250 Commercial Street (P2276378x9F873) (P2518273x9F873).PDF

Menu



Portland Mock Food Menu (002) (P2565908x9F873).PDF

Purchase & Sale, Deed/Title, Lease Agreement, Berthing Agreement (Vessels), or Non-Renewal Notification from previous owner (if applicable)



Redacted Lone Pine Lease (P2571870x9F873).PDF

Signature Agreement

I hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Name of Signatory Brandon Mazer

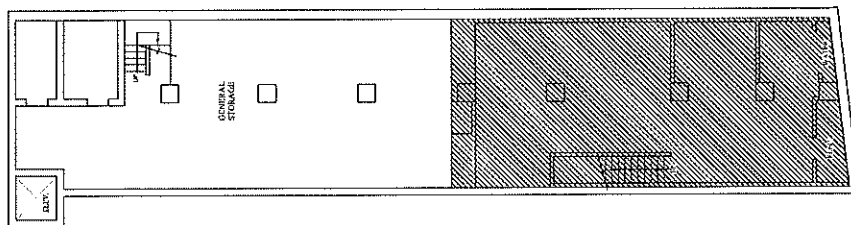
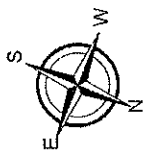
Title of Signatory Attorney

Date 01/15/2026

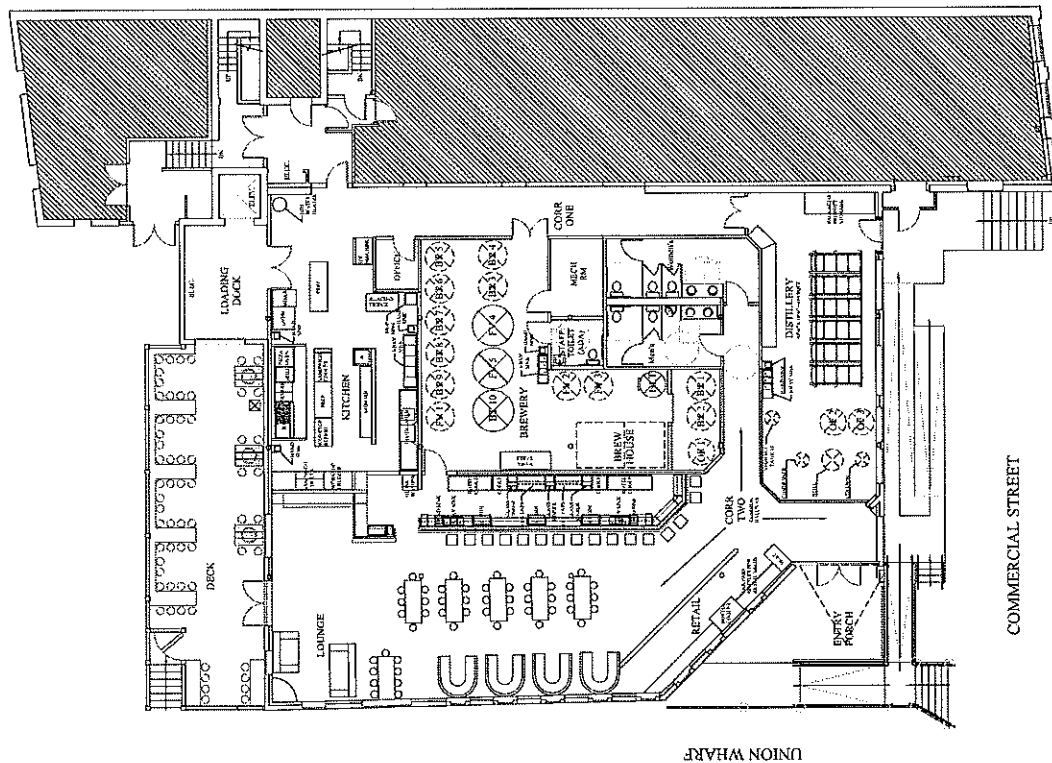
Thank you for providing this information. After clicking 'Submit' your application will be processed by staff as soon as possible. You will receive an invoice of fees due by email or postal service. All fees must be paid before the application is considered complete.

You will be updated by our staff, if necessary, as your submission is processed.

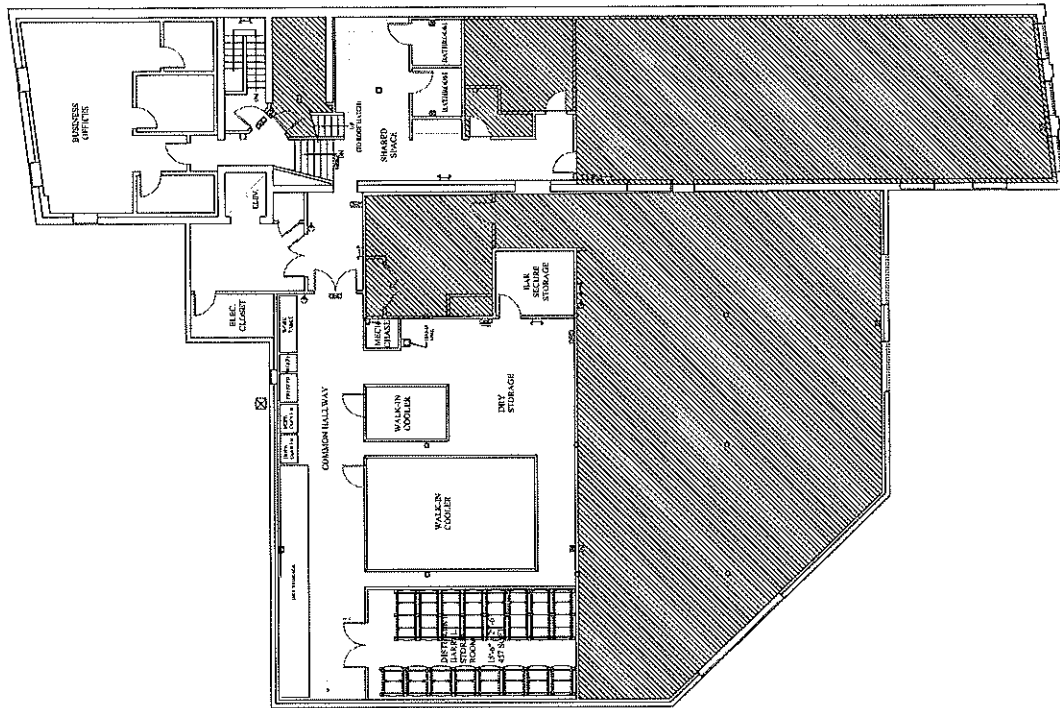
Have a great day!



1 | LRBC BASEMENT FLOOR PLAN
SCALE: 1/8"=1'-0"



2 | LRBC 1st FLOOR PLAN
SCALE: 1/8"=1'-0"



3 | LRBC 2nd FLOOR PLAN
SCALE: 1/8"=1'-0"

REVISIONS:	A-1	
		EXISTING CONDITIONS
		LIQUID ROOT BOTTLING COMPANY
		250 COMMERCIAL ST. PORTLAND ME 04101
SCALE: AS NOTED	DATE: FEBRUARY 1, 2021	
DRAWN BY: JAM INQUIRY		

LONE PINE BREWING CO.

PORTLAND, MAINE

BITES

TIDE MILL WINGS \$12
Organic local chicken wings with special seasoning blend and variety of sauces

POUTINE EH? \$12
French fries made from Green Thumb Farm potatoes with housemade gravy and local cheese curds

LONE PIES / PIZZA

All pizzas are one size: 14 inches.

TRADITIONAL CHEESE \$18
House marinara, mozzarella and provolone blend

DOUBLE PEPPERONI \$20
Our traditional cheese pizza loaded with cup and char pepperoni, garnished with hot peppers

ROSEMARY GOAT CHEESE \$22
Garlic oil base, goat cheese, caramelized onion, balsamic glaze, honey drizzle

SAUSAGE & RICOTTA \$23
House marinara, herb whipped ricotta, roasted kale, rotating sausage of the day

HANDHELDS

All handhelds are served with french fries

PORTLAND DOG (1) \$9
A Maine staple. Locally produced hot dogs with a snappy red casing
Make it two (2):

SMASH BURGER \$17
Local Maine beef patty, Lone Pine secret sauce, American cheese, grilled onions, shredded lettuce

BUFFALO CHICKEN SAMMY \$17
Buttermilk fried chicken, shredded lettuce, bleu cheese dressing

IMPOSSIBLE BURGER \$17
Impossible vegan patty, Lone Pine secret sauce, American cheese, grilled onions, shredded lettuce

SOUP & SALAD

CLAM CHOWDER \$8
Creamy, New England style chowder. Served with oyster crackers

CAESAR SALAD \$14
Fresh greens, shaved parmesan, and croutons, with zesty caesar dressing

SUMMER BEET SALAD \$14
Fresh greens, tomatoes, red onion, beets, diced apples, feta, roasted pepitas, and croutons, with balsamic vinaigrette
+ADD CHICKEN TO ANY SALAD \$6

LOBSTER ROLLS

All lobster rolls are served on a brioche bun with potato chips.

MAINE MKT
Cold lobster, house mayo, fresh greens, chives

CONNECTICUT MKT
Warm lobster, melted butter

LEMON DILL MKT
Cold lobster, house made lemon dill aioli, fresh greens, fresh dill

LOBSTER ROLL FLIGHT MKT
Can't decide? Try them all!
*10% off to-go beer with every lobster flight purchase

TINY TASTERS

All tiny tasters are served with french fries

CHEESE PIZZA \$10
House marinara, mozzarella

KRAFT MAC AND CHEESE \$10
That's right! The mac and cheese we all know and love

GRILLED CHEESE \$10
Melted cheese between two perfectly toasted slices of buttered bread

LONE PINE BREWING CO.

PORTLAND, MAINE

CORE BEERS

PORTLAND PALE ALE

AMERICAN PALE - 5.2%

Our flagship pale ale carries a bright, clean body with stone fruit and ripe citrus flavors.

BRIGHTSIDE

AMERICAN INDIA PALE ALE - 7.1%

Our flagship IPA balances a subtle malt character with smooth, clean bitterness, and layers of complex citrus zest, tropical fruit, and pine.

OH-J

DOUBLE INDIA PALE ALE - 8.1%

A careful selection of late-addition hops produces a pure citrus punch. 0% fruit. Fresh never frozen. Never from concentrate.

TESSELLATION

DOUBLE INDIA PALE ALE - 8.1%

The 100% mosaic hops are bright, with a soft mouthfeel. Heavy dry hop additions showcase the mosaic hop aromatics.

BEER FINDER
FIND US CLOSE TO HOME



COCKTAILS

LP MULE*

Lone Pine vodka, lime juice, ginger beer

LP BLOODY MARY*

Lone Pine vodka, bloody mix

Make it a Bloody Maria by substituting tequila

TRAPPED IN OLD PORT

Lone Pine vodka, grenadine, lime juice, pickle brine, chamoy

LA PLAYITA

Lone Pine rum, mezcal, chile liqueur, lime juice, passionfruit juice, Lone Pine Oh-J

PAIN KILLER

Lone Pine rum, pineapple juice, coconut cream, orange juice, lemon juice

MAPLE LEAF

Lone Pine bourbon, pineapple juice, lemon juice, campari, maple syrup

FOG CUTTER

Lone Pine rum, gin, cognac, lemon juice, orgeat, curacao, sherry

LOW PROOF

APEROL SPRITZ

Aperol, prosecco (or soda water)

LP JUNGLE BIRD

Amaro, Campari, pineapple, cold brew coffee, sea salt

WINTER SOUR

Campari, rosemary syrup with honey, lemon juice, and Fees Bros foam

SPIGET

Campari & Lone Pine Time & Temp

ZERO PROOF

ROOT WILD KOMBUCHA

SODAS

JUICES

ENERGY DRINKS

WINE & CIDER

PROSECCO*

RED & WHITE WINES

ARTIFACT CIDER



Zachary Lenhart <zlenhart@portlandmaine.gov>

Lone Pine_ClassXI Rest-Lounge_250 Commercial

Zoning <zoning@portlandmaine.gov>

Wed, Jan 21, 2026 at 12:15 PM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhart <zlenhart@portlandmaine.gov>, Zachary Finley <zackf@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Matthew Caton <mcaton@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, "Lynch, Kim" <kim.lynch@maine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Elisa Marr <emarr@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>

Good Afternoon,

The legal use 250 Commercial ST 1st floor, left unit is restaurant and low-impact industrial (brewery/distillery). Zoning approves.

Thank you,

Mac

--

Mac Coldwell

City of Portland
Zoning Specialist
Permitting & Inspections Department
389 Congress ST, Room #315
Email: mcoldwell@portlandmaine.gov
he/him

[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on February 23, 2026 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Lord Hobo Brewing Company, dba Lone Pine Brewing Company. Application for Class XI Restaurant/Lounge with Outdoor Dining on Private Property at 250 Commercial Street - Sponsored by Danielle P. West, City Manager

City of Portland | Permitting and Inspections
Zachary Lenhert, Licensing and Housing Safety Manager



February 10, 2026

Lord Hobo Brewing Company
5 Draper Street
Woburn, MA 01801

Re: Approval of Lord Hobo Brewing Company, dba Lone Pine Brewing Company.
Application for Class XI Restaurant/Lounge with Outdoor Dining on Private Property
at 250 Commercial Street

Dear Lord Hobo Brewing Company:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday February 23, 2026 at 5:00 p.m., for the review of application for Class XI Restaurant/Lounge with Outdoor Dining on Private Property at 250 Commercial Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or at bl@portlandmaine.gov.

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager



Application Copy

File Number: 126024

Job Type: New Application

LICENSE TYPE

On-Premises: Beer, Wine & Spirits

APPLICATION DATE RECEIVED

2026-01-09

SECONDARY LICENSE(S)

None selected

LICENSEE

Lord Hobo Brewing Company,
LLC

LICENSEE TYPE

Limited Liability Company

MANAGED BY AGENT

Yes

AGENT

Brandon Mazer

AGENT TYPE

Individual

PREMISES TYPE

Class A Restaurant/Lounge

PREMISES NAME

Lone Pine Brewing Company

OPERATOR

PHYSICAL ADDRESS

250 Commercial Street Portland ME 04101

MAILING ADDRESS

5 Draper Street Woburn MA 01801

CONTACT NAME

Brandon Mazer

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 400-8125

ALTERNATE PHONE

FAX

EMAIL

bmazer@perkinsthompson.com

QUESTIONS

On-Premises: Beer, Wine & Spirit

1. Is your business (including any DBA) registered and in good standing with the Maine Secretary of State?

Answer "No" if you are a Sole Proprietor.

Yes

202501205FC

2. What is your expected start date?

February 1, 2026

3. Has/have applicant(s) formerly held a Maine liquor license?

Yes

CARL-25-111762--32 E GRAND AVE OLD ORCHARD BEACH ME
04064

/>SMB-16-112514--219 ANDERSON STREET #4
PORTLAND ME 04101

/>COA-15-104411--5 DRAPER ST WOBURN MA 01801-
4521

/>SMB-17-103141--48 SANFORD DR GORHAM ME
04038

4. Does the licensee or applicant(s) have any interest in any other Maine Liquor License?

Yes

CARL-25-111762--32 E GRAND AVE OLD ORCHARD BEACH ME
04064

SMB-16-112514--219 ANDERSON STREET #4
PORTLAND ME 04101

COA-15-
104411--5 DRAPER ST WOBURN MA 01801-
4521

SMB-17-103141--48 SANFORD DR GORHAM ME
04038

5. Is the applicant/licensee an individual, partnership, or association?
(Not a corporation or LLC)

No

6. Are all licensees/applicants residents of the State of Maine?

No

See Attached Ownership Information

7. Is your license for a club with a membership?

No

8. Is your license application for Vessel Corporation?

No

9. Do you have a valid and current health license issued by Maine
Department of Health and Human Services OR the Department of
Agriculture?"

No

- 10 Do you have a license from the Office of the State Fire Marshal?
Contact (207) 626-3870 to determine whether licensure is necessary.

No

11 Will any law enforcement officer directly benefit financially from this license, if issued?

No

12 Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

No

13 Is the licensee/applicant(s) directly or indirectly giving aid or assistance in the form of money, property, credit, or financial assistance of any sort, to any person or business entity holding a liquor license granted by the State of Maine?

No

14 What is the full name and date of birth of the person managing this premises?

Thomas Madden 5/14/1986

15 Has any of the listed applicants, an immediate family member of an applicant, or an employed manager been denied a liquor license or had a liquor license revoked within the last 5 years?

No

16 Is any of the listed applicants the spouse, father, mother, child or other immediate family member of a person whose liquor license has been revoked or denied in the last 6 months?

No

17 Has any licensee/applicant or employed manager ever been convicted of any violation of the liquor laws in Maine or any State of the United States within the last 5 years?

No

18 Has the licensee/applicant(s) or manager ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?

No

19 Does the licensee/applicant have any arrangement such as a lease where rent is based on sales, an agreement where another party receives a portion of the revenue or profits from the business, or a right to acquire an ownership interest in the business?

No

20 At which address are your business records located?

250 Commercial Street
Portland, Maine 04101

21 What will be your business hours? Please indicate each day's open and close times.

11:00 AM to 12:00 AM 7 days a week

22 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

First Parish Church Congregational .3 miles

23 Is your application for a Hotel or Bed & Breakfast?

No

24 Do you have a food menu?

Yes
(document uploaded)

25 How many seats do you have? Include indoor and outdoor seating.

Approximately 85

26 How many bathrooms do you have available to the public?

Men's Room (2 toilets, 1 urinal)
Women's Room (3 toilets)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Food Menu	Portland Mock Food Menu (002) (P2565908x9F873).pdf	
Premises Floor Plan	Updated Plan 250 Commercial Street (P2276378x9F873) (P2518273x9F873).pdf	
Supplemental Ownership Form	SupplementalOwnershipFo rmandAffidavit 1 (P2566218x9F873).pdf	
Supplemental Ownership Form	SupplementalOwnershipFo rmandAffidavit 2 (P2566217x9F873).pdf	
Supplemental Ownership Form	Proof Verification Instructions (P2566219x9F873).pdf	

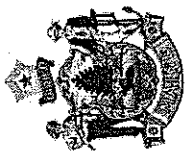
APPLICANT

Brandon Mazer

DECLARATION

- ☒ I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Supplemental Ownership Form

28-A M.R.S. §651

All Questions Must Be Answered Completely.

1. Company or sole proprietor legal name: Lord Hobo Brewing Company LLC	2. Date of incorporation/registration: 2015	3. State of incorporation: MA
--	--	----------------------------------

List the following information for officers, directors, owners equal to or over 10%, and persons with indirect financial interest in the applicant.

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Thomas Madden	05/14/1986	tom@lonepinebrewery.com	74 Beech Ridge Road Scarborough, ME	Founder	10.5%
John Paul	4/13/1986	john@lonepinebrewery.com	40 Ocean Greens Drive, Saco, ME, 04072	Founder	10.5%
Valterra Hops Holdings LLC				Shareholder	29.08%

Affidavit

ONLY COMPLETE THIS PAGE IF THERE ARE NO OWNERS OVER 10% LISTED ON PAGE 1

The undersigned authorized representative of the applicant swears or affirms that no person that holds an ownership interest in the applicant holds an ownership interest equal to or greater than 10%.

Affiant Signature

Date

Affiant Printed Name

State of _____, County of _____

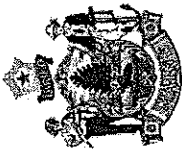
I certify that on the date set forth below, the individual named above did appear personally before me and that I did identify this applicant by: (a) comparing his/her physical appearance with the photograph on the identifying document presented by the applicant and with the photograph affixed hereto, and (b) comparing the applicant's signature made in my presence on this form with the signature on his/her identifying document.

Signature of Notary Public

Date

Printed Name of Notary Public

WARNING: The statements on this application are made under oath or affirmation. False statements can be grounds for rejection of the application or suspension or revocation of a license. False swearing is a Class D crime punishable by up to 364 days incarceration and a \$2,000 fine.



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Supplemental Ownership Form

28-A M.R.S. §651

All Questions Must Be Answered Completely.

1. Company or sole proprietor legal name: Valterra Hops Holdings LLC	2. Date of incorporation/registration: 2016	3. State of incorporation: Delaware
---	--	--

List the following information for officers, directors, owners equal to or over 10%, and persons with indirect financial interest in the applicant.

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)

Affidavit

ONLY COMPLETE THIS PAGE IF THERE ARE NO OWNERS OVER 10% LISTED ON PAGE 1

The undersigned authorized representative of the applicant swears or affirms that no person that holds an ownership interest in the applicant holds an ownership interest equal to or greater than 10%.

Jonathan Monie

12/23/2025

Affiant Signature

Date

Jonathan Monie

Affiant Printed Name

State of Florida, County of Broward

I certify that on the date set forth below, the individual named above did appear personally before me and that I did identify this applicant by: (a) comparing his/her physical appearance with the photograph on the identifying document presented by the applicant and with the photograph affixed hereto, and (b) comparing the applicant's signature made in my presence on this form with the signature on his/her identifying document.

Beverly Y Wimberly

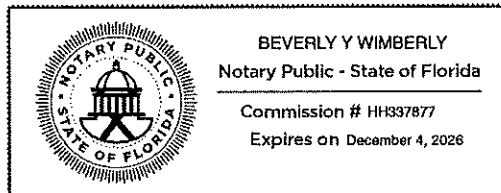
12/23/2025

Signature of Notary Public

Date

Beverly Y Wimberly

Printed Name of Notary Public



Notarized remotely online using communication technology via Proof.

Type of ID: DRIVER LICENSE

WARNING: The statements on this application are made under oath or affirmation. False statements can be grounds for rejection of the application or suspension or revocation of a license. False swearing is a Class D crime punishable by up to 364 days incarceration and a \$2,000 fine.

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

ORDER
GRANTING MUNICIPAL OFFICERS’
APPROVAL OF:

**Lord Hobo Brewing Company, dba Lone Pine Brewing Company. Application for Class
XI Restaurant/Lounge with Outdoor Dining on Private Property at 250 Commercial Street**

MEMORANDUM
City Council Agenda Item

FROM:

DATE: January 28, 2026

SUBJECT: Order 133-25/26 Granting Municipal Officers' Approval of Grace Events LLC, dba Grace. Application for Class XI Restaurant/Lounge with Indoor Entertainment at 15 Chestnut Street - Sponsored by Danielle P. West, City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: N/A

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 1/27/26. This is a change of ownership of an existing establishment.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

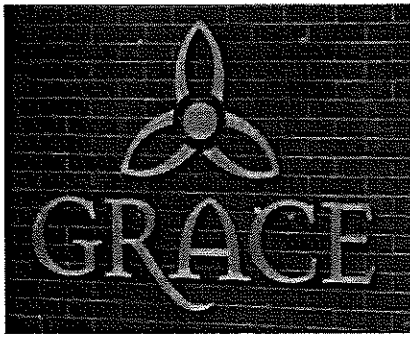
VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Grace Events_Council Packet
2. 2026.02.23_Grace Events_Council Order

Prepared by:

Date: 01/28/2026



Grace Events LLC
15 Chestnut St
Portland, Maine 04101

January 23, 2026

City of Portland
389 Congress Street
Portland, Maine 04101

Dear Mayor Mark Dion and Members of the City Council:

I, Tanner Herget, owner of Bonfire Country Bar and former Chairman of the Portland Nightlife Oversight Committee (NLOC) would like to apply for a liquor license for Grace Events LLC.

Grace Events, LLC, is applying for a liquor license for the property at 15 Chestnut Street, currently a underutilized event space. The intent for the property is to provide a safe event space that showcases Portland in the wedding and events category for the enjoyment of both locals and visitors which will add to the culture and ambience of the City of Portland.

I thank you for your time and consideration.

Sincerely,

Tanner Herget

After an application has been approved by City Council:

- Applicants will receive an invoice for the remaining balance of the legal advertisement.
- Proceed with arranging for final inspections as the establishment is ready.
- Once the Business Licensing Office has received all approvals from the required departments, the office will approve the state license and issue the municipal license.

All applicants must pay the following fee for the application to be submitted for council approval:

Application fee: \$45

Liquor Class Fee: (see next page for amounts)

Health Inspection Fee: \$150

Background check: \$21/person

Additional fees such as Outdoor Dining and Entertainment will be listed in the Application

Liquor Classification of Establishment

Class XI (Class A Restaurant/Lounge)
\$2326.00

Maine B.E.L.L.S. File/Tracking Number 164987

Date of Submission of Maine B.E.L.L.S. application: 01/20/2026

Name of Establishment (Doing Business As) Grace

Physical Location of Establishment (Street Address) 15 Chestnut Street, Portland, ME 04101

What is the business' ownership structure? Corporation/LLC/Non-Profit Organization

Name of Corporation, LLC, or Non-Profit Organization Grace Events LLC

Business Mailing Address 15 Chestnut Street

City Portland

State ME

ZIP 04101

Business Phone 877-243-7438

Establishment Email Info@GraceEvents.com

Contact Person Name Tanner Herget

Contact Person Phone 6038171120

Contact Person Email Tanner@HergetHospitality.com

What is your targeted opening date? 02/20/2026

Please list names, residence addresses, and birthdates of **ALL** owners and partners. If for a corporation please include all officers and or persons to satisfy **28-A M.R.S. §651**. Click green plus button to add persons.

Owners, Partners, and Officers

i. Name

Tanner Herget

Street Address of Primary Residence

195 Emerald Lane

City

Dover

State

NH

ZIP

03820

Birth Date

07/23/1982

ii. Name

Josh Soley

Street Address of Primary Residence

16 Casco Street

City

Portland

State

ME

ZIP

04101

Birth Date

06/08/1994

Corporation/LLC Name

Grace Events LLC

Corporate Mailing Address

16 Casco Street

City

Portland

State

ME

ZIP

04101

Primary Contact Person

Tanner Herget

Contact Phone 8772437438

Is any principal officer under the age of 21? NO

Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law? NO

Please list names, addresses, and contact information for on-site managers.

On-Site Managers

i. **Name**

Tanner Herget

Date of Birth

07/23/1982

Phone

8772437438

Email

Tanner@HergetHospitality.com

Owner of Premises (Landlord) Name Jedi Temple LLC

Address of Premises Owner (Landlord) 15 Chestnut Street

City Portland

State ME

ZIP 04101

Owner of Premises (Landlord) Phone 8772437438

Owner of Premises (Landlord) Email Tanner@HergetHospitality.com

Type of Food Served: Catering Food

Please select all that will be served:

- Beer
- Wine
- Liquor

Days and Hours of Operation: Open for events only

Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment? YES

If YES, what is the distance? 400 Feet

Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.) YES

Will you permit dancing after 1:00 a.m.? NO

Will you have outside dining? (If yes, an Outdoor Dining Application is required) NO

Will you have any pool tables or amusement devices (pinball, video games, juke box)? NO

Does the Issuance of this license directly or indirectly benefit any City employee(s)? NO

Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland? YES

If Yes, please list business name(s) and location(s): Bonfire Country Bar, 51 Wharf Restaurant & Ultra Lounge, The Drink Exchange

Application for Entertainment License

In the City of Portland Maine, an Entertainment License is required for events to which the public is invited or allowed to watch, listen to, or participate in; or is conducted for the purposes of holding the attention of, gaining the attention of, or diverting or amusing patrons or guests, including, but not limited to any of the following:

1. Dancing by patrons to live or recorded music;
2. The presentation of music played on sound equipment operated by an agent or contractor of the establishment, commonly known as 'disc jockey' or 'DJ';
3. The playing of background music, except where the background music cannot be heard beyond the limits of the premises on which the music is being played;
4. The presentation of live music whether amplified or unamplified;
5. The presentation of music concerts, or other similar forms of musical entertainment from any source; or
6. Any other live performance, including, but not limited to, presentations by single or multiple performers, such as hypnotists, comedians, dance arts, concerts, dances, live bands, karaoke or other live music.

6.8.14 Entertainment businesses in the B-3 and WCZ zones

A. In the B-3 and WCZ zones, a business with an entertainment license as required or authorized by Chapter 4, Section 4-51(a) of the City of Portland Code of Ordinance shall be considered an entertainment business for the purposes of this section, and may not be located within 100 feet of another entertainment business, as measured along or across public ways from the main entrance or entrances of each. This dispersal requirement shall not apply to entertainment businesses that do not allow amplified entertainment.

Additional License Fees

Indoor Entertainment: \$500

Outdoor Entertainment: \$700

Combined Entertainment: \$800

\$150 Sound Mitigation Fee is due upon application in addition to the license fee.

Please select the type of Entertainment License being applied for: Indoor Entertainment (\$500)

Contact Person responsible for Entertainment: Tanner Herget

Contact Person Phone Number 8772437438

Contact Person Email Tanner@HergetHospitality.com

Describe in detail the type and nature of the business and proposed entertainment: Live entertainment for each event will be different

A Sound Mitigation Plan prepared and certified by a professional sound engineer is required for all Entertainment Licenses. The sound mitigation plan shall include, at a minimum:

1. Speaker location and direction;
2. Sound system details and controls;
3. Stage and site layout and direction;
4. Any proposed noise cancelling or mitigating measures; and
5. Anticipated sound readings at: 1. The proposed source of the sound, 2. A location eight feet (8') from the means of egress located nearest to the noise source and/or eight feet (8') from any outer wall of the premises (for indoor entertainment), 3. Each property line of the premises (for outdoor entertainment), and 4. The closest residence.

The sound mitigation plan shall require an onsite monitor when the number of attendees at an entertainment event is expected to exceed, or does exceed, 250. The on-site monitor shall be equipped with a dedicated sound pressure level (SPL) meter, and shall be available to respond to any inquiry of a City official during the time that the entertainment is being conducted.

Sound Mitigation Plan

 Sound Mitigation Plan.pdf

Please include the following:

- Letter of intent addressed to the Mayor and Members of the City Council
- Floorplan/Layout of the premises
- Menu
- Purchase & Sale, Deed/Title, Lease Agreement, Berthing Agreement (Vessels), or Non-Renewal Notification from previous owner (if applicable)

Letter of intent addressed to the Mayor and Members of the City Council

 Mayor Letter for Grace Liquor License.docx

Floorplan/Layout of the premises

 Floor Plan.pdf

Menu

 canva-green-and-white-watercolor-wedding-menu-Zx6kHAPI_m4.jpg.pdf

Purchase & Sale, Deed/Title, Lease Agreement, Berthing Agreement (Vessels), or Non-Renewal Notification from previous owner (if applicable)

 Intercompany Lease Signed.pdf

Signature Agreement

I hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Name of Signatory Tanner Herget

Title of Signatory On behalf of Ta V Da Inc, a member of Grace Events LLC

Date 01/20/2026

Thank you for providing this information. After clicking 'Submit' your application will be processed by staff as soon as possible. You will receive an invoice of fees due by email or postal service. All fees must be paid before the application is considered complete.

You will be updated by our staff, if necessary, as your submission is processed.

Have a great day!



The MENU

STARTERS

- *Fresh Garden Salad* •
with cherry tomatoes, cucumber & balsamic vinaigrette
- *Classic Caesar Salad* •
with romaine, croutons & parmesan

MAIN COURSES

- *Grilled Chicken Breast* •
served with roasted vegetables and mashed potatoes
- *Slow-Roasted Beef* •
with herb gravy, buttered green beans & baby potatoes
- *Creamy Pasta (Vegetarian)* •
with seasonal vegetables and special cheese

DESSERTS

- *Chocolate Fudge Cake* •
rich, moist chocolate cake layered with vanilla ice cream
- *Fresh Fruit Tart* •
a buttery, flaky tart crust filled with smooth vanilla
- *Mini Dessert Bar* •
with cupcakes, cookies & brownies

with love.
ADORA & HOWARD

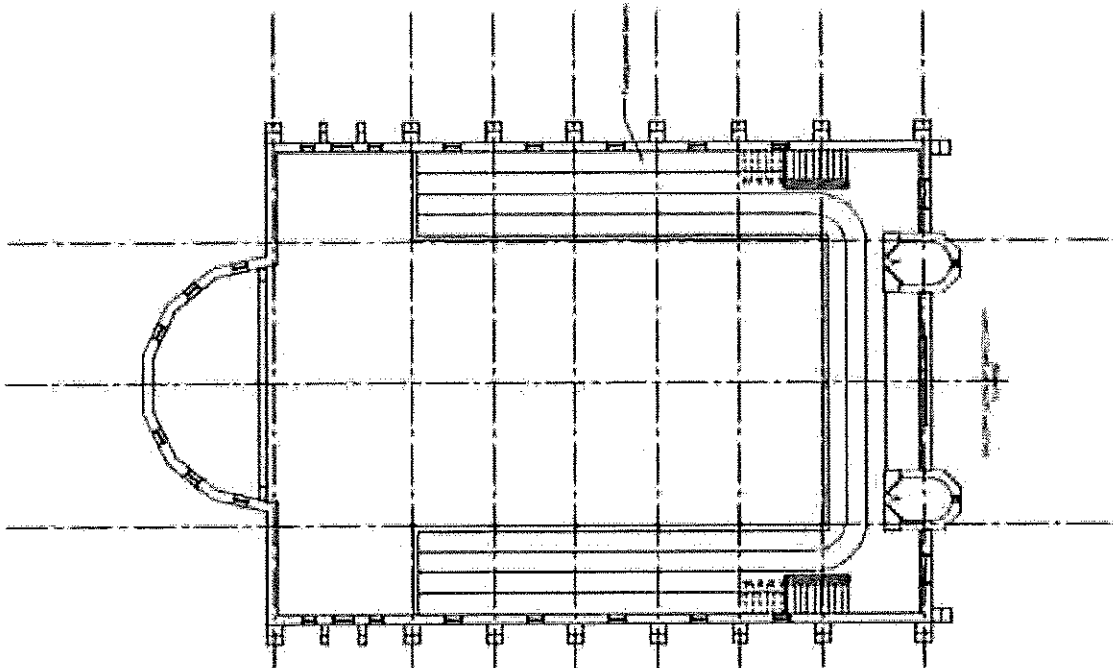
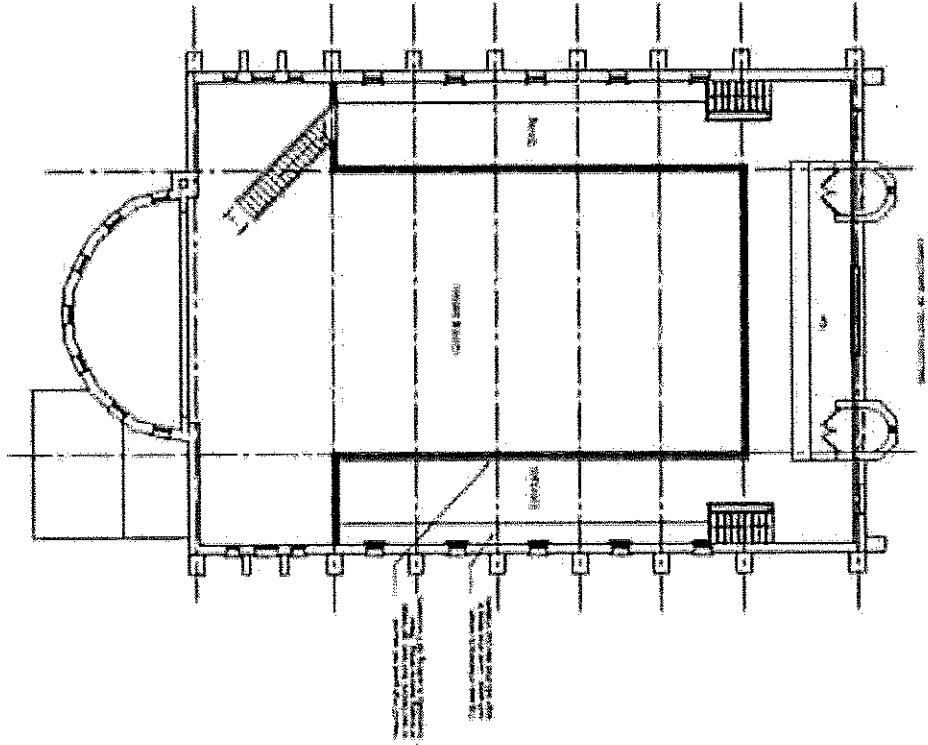
BALCONY FLOOR PLAN

R. Dean Bingham, AIA
Architect

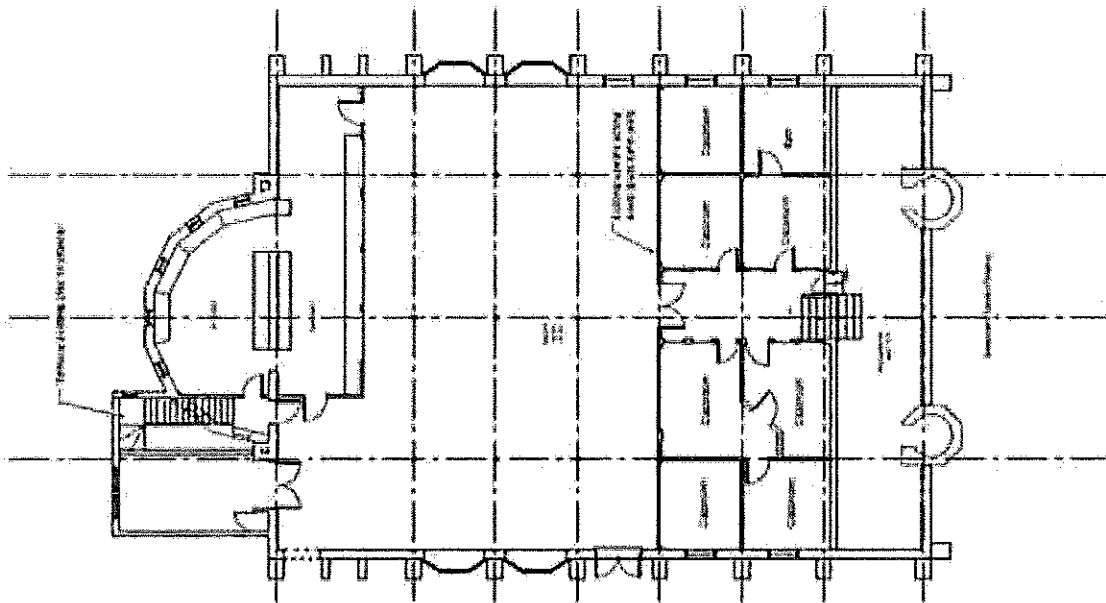
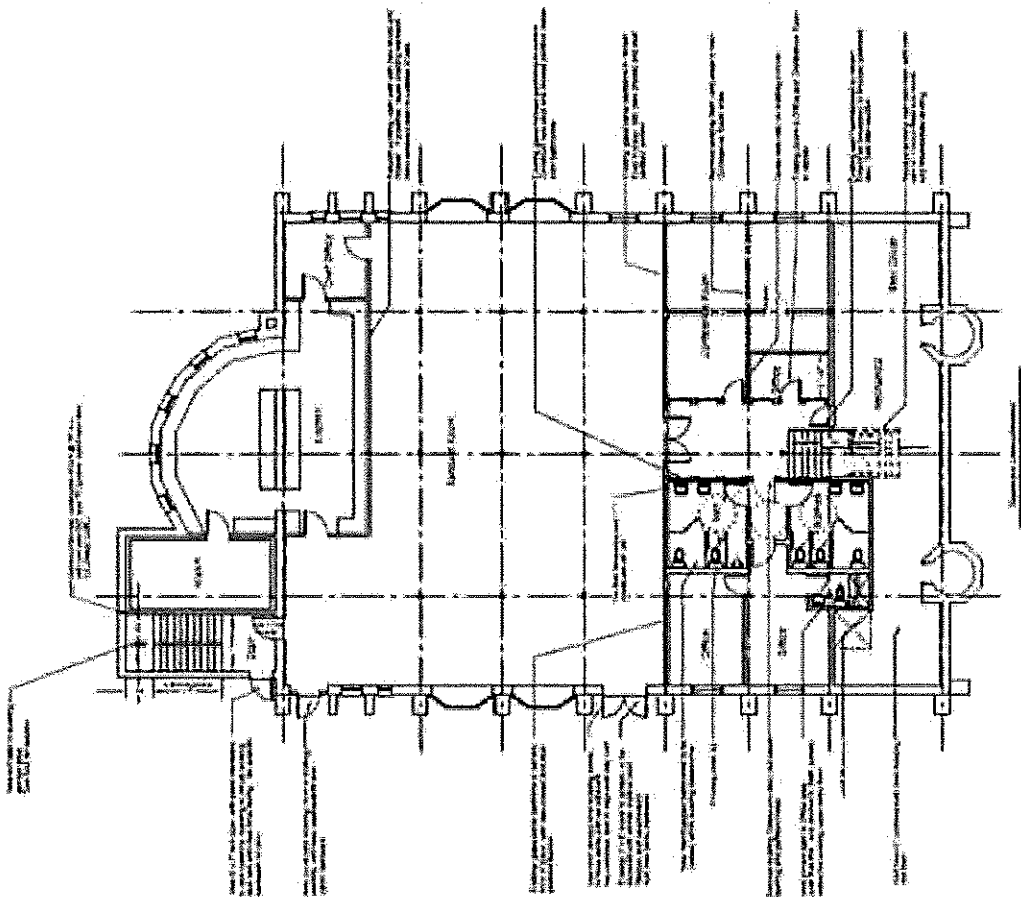
24 Chestnut Street
Philadelphia, PA 19106
(215) 774-7774

Grace
Chestnut Street Church
Philadelphia, PA

A3

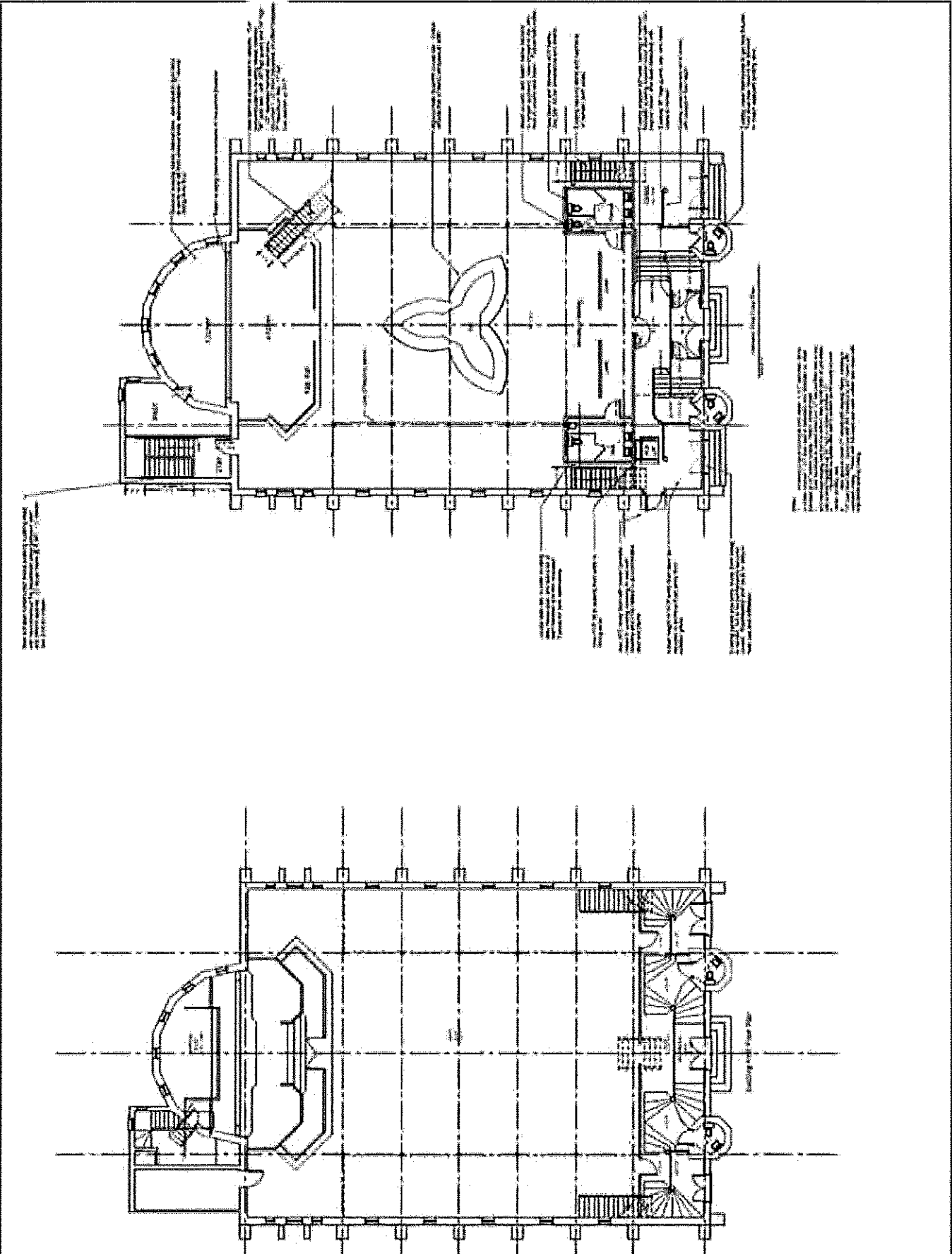


BASEMENT FLOOR PLAN



FIRST FLOOR FLOOR PLAN

R. Dean Bingham, AIA Architect 35 Oakridge Drive Portland, Maine 04103 (207) 724-1177	Grace Chestnut Street Church Portland, ME	First Floor Plan 1/4" = 1'-0" Date: 10/1/10 Project:	A2
---	---	---	----





Jack Murray Engineer/Producer/System Designer

Odds Are Productions LLC dba Ocean AVL
392 Warren Ave., Portland, ME 04103

Grace
15 Chestnut St, Portland, ME 04101

January 25, 2026

Dear Tanner,

Thanks so much for taking the time to reach out about a sound mitigation plan. It appears as though you've come up with a solid plan to combat any potential complaints.

Highlights from our talks include:

- An official handbook of rules for any staff to reference during a shift containing music and an on-site monitor staffed for events having DJ or Live music.
- Being a venue that is away from residential dwellings with no prior track record of complaints sets you in a great direction right out of the gate. Your preemptive attempts from day one to keep sound inside such keeping doors closed while bands/DJ's are performing and keeping the volume reasonable during events will help to create a buffer to the outside.
- Documenting consistent sound decibel readings from pre-determined locations during the operation of music. These readings will be 60-second dBA weighted average. (Taking a reading before the music begins will help determine a baseline to compare during performances)
- A signed agreement on file for every group/artist affirming they know the rules contained within the official handbook.
- If a Portland police office arrives on location to do a decibel reading, you will cooperate in all respects and be ready to provide this policy/procedure document, the band's signed agreements, and decibel reading log without hesitation.

I believe the plan you've laid out to me (and will subsequently provide to the city) along with your stellar track record with the city over the years will satisfy their criteria to show you are taking a proactive approach and not a reactive approach after complaints may arise.

Take care,

Jack

Live Music Policies and Procedures

GRACE hosts weddings and private events inside year round. For any event with a DJ or Band, they are set up inside with the doors closed.

There will be a dedicated staff member for on-site monitoring. Before any live entertainment begins, club personnel will take a baseline sound reading from 8ft outside the main egress. These readings will be 60-second dBA weighted average. These readings will be recorded in the Event Decibel Reading Log.

During live music performances, venue personnel will complete hourly decibel readings at these same locations. They will record these readings in the log that resides in the SOP binder. If the levels are more than 85dBA or 95dBC, staff will request that the band lower their levels and then do a second reading to ensure they are within compliance.

DJ's and Bands who perform will be required to read and sign an agreement that they understand and will follow the city's guidelines and the venues policies and procedures regarding volume.

If a Portland Police officer arrives to do a decibel reading, club employees will cooperate in all respects and be ready to provide this policy/procedure document, the band's signed agreements, and decibel reading log without hesitation.

GRACE Employee Mitigation Policy Acknowledgment Form

Please sign the following to acknowledge you have read the Policies and Procedures set forth to reduce noise pollution and maintain appropriate sound levels that remain within the boundaries set forth by noise ordinances from city of Portland.

Reception and all hosts positioned at the club's entrance/exit will ensure the front doors are not propped open for extended periods of time during operating hours, while the venue has music entertainment.

The on-duty manager is required to check the decibel levels outside of the building using a decibel reader once per hour and make any volume adjustments necessary to keep sound levels from exceeding those set by city ordinance.

Employee _____ Date _____

Manager On Duty _____ Date _____

GRACE — DJ/Band Policy & Sound Compliance Acknowledgment

Band/Artist Name: _____

Performance Date(s): _____

Primary Contact Name & Phone: _____

1. Purpose

This document confirms that the performing DJ/band/artist has **read, understands, and agrees to comply** with all policies, procedures, and requirements set forth by **GRACE** and the **City of Portland** regarding sound mitigation, crowd management, and operational conduct.

2. Club Policies & Procedures

By signing this document, the DJ/band/artist agrees to: - Follow all venue rules provided by GRACE staff or management. - Adhere to all posted and communicated load-in, soundcheck, and performance schedules. - Use only approved load-in/load-out locations as instructed. - Maintain professional conduct on stage and within all venue spaces. - Respect all staff, patrons, property, and equipment.

3. City of Portland Sound Mitigation Requirements

The DJ/band/artist acknowledges that: - GRACE must comply with City of Portland sound ordinances, including any specific limits on **decibel levels, performance end times, and sound containment requirements**. - The venue may require on-stage volume adjustments at any time. - The venue's manager on duty has **final authority** over mix levels and stage volume. - Windows and doors may not be propped open during performances. - Any police or city official instructions related to noise compliance must be followed immediately.

4. On-Site Compliance

The DJ/band/artist agrees to: - Follow all directions from GRACE'S management and personnel regarding volume and stage layout. - Immediately correct any volume-related issues identified by staff.

Failure to comply may result in: - Immediate adjustment or termination of the performance. - Withholding of payment. - Removal from the premises. - Loss of eligibility for future performances within the space.

5. Liability & Responsibility

- The DJ/band/artist assumes responsibility for any damages caused to the venue, equipment, or surrounding property.
- The DJ/band/artist releases GRACE from liability for personal equipment brought to the venue.
- The DJ/band/artist confirms that all members are of legal age to be on-site or have received prior written approval.

6. Acknowledgment & Signature

By signing below, the band/artist confirms that they have **reviewed all GRACE'S policies**, understand all **City of Portland sound mitigation requirements**, and agree to comply fully.

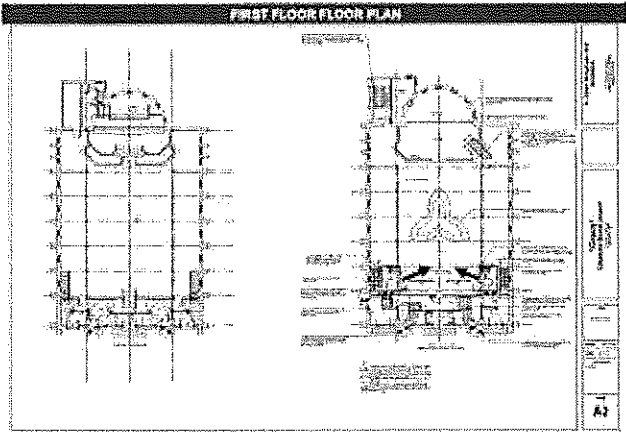
Band/Artist Representative (Print Name): _____

Signature: _____

Date: _____

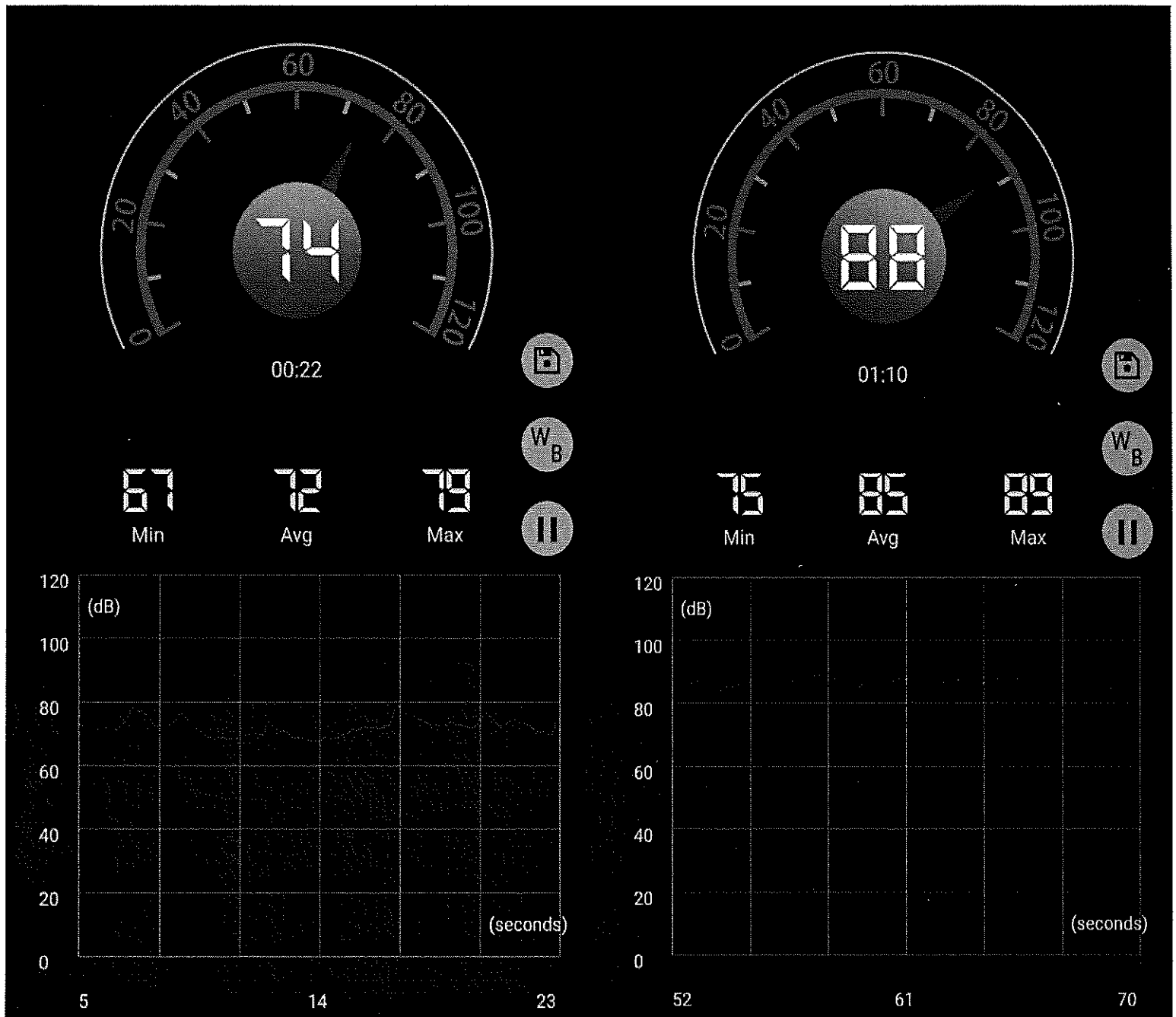
GRACE Representative: _____

Date: _____



OUTSIDE

INSIDE



This is a simulated (anticipated) Sound Decibel reading that we hope to target for most shows. The club will have a hard 95dB limit for shows inside, which would only raise the outdoor reading by 2 decibels to 76dB outside while a show is in progress.

City of Portland

Sound Mitigation Review

Date: 2/4/2026

Business Grace

Applicant Tanner Herget

DESCRIPTION		yes	no
Sound system appropriate for the size venue			Yes
Performance space located in an appropriate location			Yes
Performance space facing in an appropriate direction to control sound			Yes
Surrounding surfaces appropriate to control sound			Yes
Additional sound absorbing features			
additional notes		non residential area	
Approved			Yes
DIRECT ALL INQUIRIES TO:			
Kevin Schneck			
(207) 756-8433			
kschneck@portlandmaine.gov			



Zachary Lenhart <zlenhart@portlandmaine.gov>

Grace_XI Rest-Lounge_15 Chestnut

Zoning <zoning@portlandmaine.gov>

Tue, Feb 10, 2026 at 11:36 AM

To: Zoning <zoning@portlandmaine.gov>

Cc: cstacey <cstacey@portlandmaine.gov>, Jessica Quattropani <jbq@portlandmaine.gov>, Zachary Lenhart <zlenhart@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>

Hello,

The current legal use is "restaurant." The legal use of "event space" is required, thus a change of use permit will be required to establish the new use. "Event space" as a legal use is permitted in the B-3 zone under Section 6.2.2 of Chapter 14.

Because the required legal use is permitted in the zone this business is in, zoning may approve.

Will Valentine
Zoning Specialists
[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on February 23, 2026 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Grace Events LLC, dba Grace. Application for Class XI Restaurant/Lounge with Indoor Entertainment at 15 Chestnut Street - Sponsored by Danielle P. West, City Manager

City of Portland | Permitting and Inspections
Zachary Lenhert, Licensing and Housing Safety Manager



February 10, 2026

Grace Events LLC
16 Casco Street
Portland, ME 04101

Re: Approval of Grace Events LLC, dba Grace. Application for Class XI
Restaurant/Lounge with Indoor Entertainment at 15 Chestnut Street

Dear Grace Events LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday February 23, 2026 at 5:00 p.m., for the review of application for Class XI Restaurant/Lounge with Indoor Entertainment at 15 Chestnut Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or at bl@portlandmaine.gov.

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager



Application Copy

File Number: 128429

Job Type: New Application

LICENSE TYPE

On-Premises: Beer, Wine & Spirits

APPLICATION DATE RECEIVED

2026-01-20

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Grace Events LLC

LICENSEE TYPE

Limited Liability Company

DOING BUSINESS AS

CORPORATE NUMBER

202605113DC

INCORPORATION DATE

2025-12-03

CORRESPONDENCE ADDRESS

195 Emerald Lane Dover NH 03820

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

Tanner Herget

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(877) 243-7438

ALTERNATE PHONE

FAX

EMAIL

info@thehergetgroup.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Ta V Da Inc	President		50
SoleyCorp LLC	Member		50

ADDITIONAL INFORMATION

MANAGED BY AGENT

No

PREMISES TYPE

Class A Restaurant/Lounge

PREMISES NAME

Grace Events

OPERATOR

Tanner Herget

PHYSICAL ADDRESS

15 Chestnut St Portland ME 04101

MAILING ADDRESS

195 Emerald Lane Dover NH 03820

CONTACT NAME

Tanner Herget

PREFERRED CONTACT METHOD

Phone

CONTACT PHONE

(877) 243-7438

ALTERNATE PHONE

(603) 817-1120

FAX

EMAIL

info@thehergetgroup.com

QUESTIONS

On-Premises: Beer, Wine & Spirit

1. Is your business (including any DBA) registered and in good standing with the Maine Secretary of State?

Answer "No" if you are a Sole Proprietor.

Yes

[https://apps3.web.maine.gov/nei-sos-icrs/ICRS?](https://apps3.web.maine.gov/nei-sos-icrs/ICRS?CorpSumm=202605113DC)
[CorpSumm=202605113DC](https://apps3.web.maine.gov/nei-sos-icrs/ICRS?CorpSumm=202605113DC)

2. What is your expected start date?

03/01/2026

3. Has/have applicant(s) formerly held a Maine liquor license?

Yes

Previous:

51 Wharf Restaurant & Ultra Lounge, 51 Wharf Street, Portland, ME
04101

The Drink Exchange, 43 Wharf Street, Portland, ME 04101

4. Does the licensee or applicant(s) have any interest in any other Maine Liquor License?

Yes

Current:

CARL-14-102367, Bonfire Country Bar, 37 Wharf Street, Portland, ME
04101

5. Is the applicant/licensee an individual, partnership, or association?
(Not a corporation or LLC)

No

6. Are all licensees/applicants residents of the State of Maine?

No

Tanner Herget

7. Is your license for a club with a membership?

No

8. Is your license application for Vessel Corporation?

No

9. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?"

No

10 Do you have a license from the Office of the State Fire Marshal?
Contact (207) 626-3870 to determine whether licensure is necessary.

No

11 Will any law enforcement officer directly benefit financially from this license, if issued?

No

12 Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

No

13 Is the licensee/applicant(s) directly or indirectly giving aid or assistance in the form of money, property, credit, or financial assistance of any sort, to any person or business entity holding a liquor license granted by the State of Maine?

No

14 What is the full name and date of birth of the person managing this premises?

Tanner Herget, 07/23/1982

15 Has any of the listed applicants, an immediate family member of an applicant, or an employed manager been denied a liquor license or had a liquor license revoked within the last 5 years?

No

16 Is any of the listed applicants the spouse, father, mother, child or other immediate family member of a person whose liquor license has been revoked or denied in the last 6 months?

No

17 Has any licensee/applicant or employed manager ever been convicted of any violation of the liquor laws in Maine or any State of the United States within the last 5 years?

No

18 Has the licensee/applicant(s) or manager ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?

No

19 Does the licensee/applicant have any arrangement such as a lease where rent is based on sales, an agreement where another party receives a portion of the revenue or profits from the business, or a right to acquire an ownership interest in the business?

No

20 At which address are your business records located?

15 Chestnut Street
Portland, ME 04101

21 What will be your business hours? Please indicate each day's open and close times.

Event based hours

22 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

First Parish in Portland, Unitarian Universalist - 400 feet

23 Is your application for a Hotel or Bed & Breakfast?

No

24 Do you have a food menu?

No

25 How many seats do you have? Include indoor and outdoor seating.

300

26 How many bathrooms do you have available to the public?

6

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Supplemental Ownership Form	102 Supplemental Ownership Form Grace Events LLC.pdf	
Supplemental Ownership Form	102 Supplemental Ownership Form SoleyCorp LLC.pdf	
Supplemental Ownership Form	102 Supplemental Ownership Form Ta V DA Inc.pdf	
Premises Floor Plan	Balcony.png	
Premises Floor Plan	Basement.png	
Premises Floor Plan	First Floor.png	

APPLICANT

Tanner Herg t

DECLARATION

☒ I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Supplemental Ownership Form

28-A M.R.S. §651

All Questions Must Be Answered Completely.

1. Company or sole proprietor legal name:	2. Date of incorporation/registration: 08/18/2014	3. State of incorporation: Maine
---	--	-------------------------------------

List the following information for officers, directors, owners equal to or over 10%, and persons with indirect financial interest in the applicant.

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Josh Soley	06/08/1994	(207) 744-3084	16 Casco Street Portland, ME 04101	Member	100



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Supplemental Ownership Form

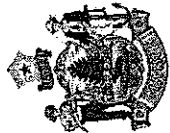
28-A M.R.S. §651

All Questions Must Be Answered Completely.

1. Company or sole proprietor legal name: Ta V Da Inc	2. Date of incorporation/registration: 04/22/2022	3. State of incorporation: Maine
--	--	-------------------------------------

List the following information for officers, directors, owners equal to or over 10%, and persons with indirect financial interest in the applicant.

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Tanner Herget	07/23/1982	Info@TheHergetGroup.com	195 Emerald Lane Dover, NH 03820	Stockholder	51
Tavin Herget	07/21/2009	877-243-7438	195 Emerald Lane Dover, NH 03820	Stockholder	



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Supplemental Ownership Form

28-A M.R.S. §651

All Questions Must Be Answered Completely.

1. Company or sole proprietor legal name: Grace Events LLC	2. Date of incorporation/registration: 12/01/2025	3. State of incorporation: Maine
---	--	-------------------------------------

List the following information for officers, directors, owners equal to or over 10%, and persons with indirect financial interest in the applicant.

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Ta V Da Inc		877-243-7438 x9	195 Emerald Lane Dover, NH 03820	Member	50
SoleyCorp LLC			16 Casco Street Portland, ME 04101	Member	50

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**Grace Events LLC, dba Grace. Application for Class XI Restaurant/Lounge with Indoor
Entertainment at 15 Chestnut Street**

MEMORANDUM
City Council Agenda Item

FROM:

DATE: January 28, 2026

SUBJECT: Order 134-25/26 Granting Municipal Officers' Approval of Birds of a Feather, dba Elizabeth's. Application for Class XI Restaurant/Lounge with Outdoor Dining on Public Property at 47 Wharf Street - Sponsored by Danielle P. West, City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. **Do NOT** write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: N/A

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 1/27/26. Location was previously Jefe Juan's.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Elizabeths_Council Packet
2. 2026.02.23_Elizabeths_Council Order

Prepared by:

Date: 01/28/2026

January 21, 2025

Letter of Intent

Re: Elizabeth's, 47 Wharf Street, Portland, Maine, 04101

Mayor Dion and Members of the City Council
City of Portland
389 Congress Street
Portland, Maine 04101

Dear Mayor Dion and Members of the City Council:

I am writing to formally express my intent to open a new, year-round restaurant, Elizabeth's, to be located at 47 Wharf Street in downtown Portland. We are targeting a March opening.

I am the owner and operator of Crown Jewel, a seasonal restaurant on Great Diamond Island, which will enter its ninth successful season this year. Over the past eight years, Crown Jewel has been a labor of love and a meaningful contributor to the local hospitality economy, employing seasonal staff and serving both residents and visitors in a unique island setting. Elizabeth's represents a natural and thoughtful expansion of my work in Portland's restaurant community.

Elizabeth's will be a French-inspired small-plates restaurant, offering a focused menu of thoughtfully prepared dishes alongside French wines, beer, and forward-thinking French cocktails. The concept is designed to be intimate, welcoming, and neighborhood-oriented, contributing to Wharf Street's vibrancy while respecting its character.

The restaurant is intended to operate year-round, Tuesday through Saturday from 4:00 PM to 11:00 PM, and will employ approximately 15 staff members. I am committed to responsible operations, compliance with all local and state regulations, and being a respectful and engaged member of the Wharf Street business community. I am applying for a Class A Restaurant-Lounge: Class XI license.

Portland has long been a city that values thoughtful, independent hospitality, and it is important to me that Elizabeth's reflects that ethos — prioritizing quality, professionalism, and a positive experience for guests, staff, and neighbors alike.

Thank you for your time and consideration. I appreciate the City's continued support of small, locally owned businesses and look forward to contributing to Portland's year-round economic and cultural vitality.

Respectfully,

Alexandra Wight
Owner
Crown Jewel
Elizabeth's

After an application has been approved by City Council:

- Applicants will receive an invoice for the remaining balance of the legal advertisement.
- Proceed with arranging for final inspections as the establishment is ready.
- Once the Business Licensing Office has received all approvals from the required departments, the office will approve the state license and issue the municipal license.

All applicants must pay the following fee for the application to be submitted for council approval:

Application fee: \$45

Liquor Class Fee: (see next page for amounts)

Health Inspection Fee: \$150

Background check: \$21/person

Additional fees such as Outdoor Dining and Entertainment will be listed in the Application

Liquor Classification of Establishment

**Class XI (Class A Restaurant/Lounge)
\$2326.00**

**Maine B.E.L.L.S. File/Tracking
Number** 128851

**Date of Submission of Maine
B.E.L.L.S. application:** 01/22/2026

**Name of Establishment (Doing
Business As)** Elizabeth's

**Physical Location of
Establishment (Street Address)** 47 Wharf Street

**What is the business' ownership
structure?** Corporation/LLC/Non-Profit Organization

**Name of Corporation, LLC, or
Non-Profit Organization** Birds of a Feather

Business Mailing Address 149 Western Promenade

City Portland

State Maine

ZIP 04102

Business Phone 207-232-3044

Establishment Email alex@elizabethwharfstreet.com

Contact Person Name Alexandra Wight

Contact Person Phone 207-232-3044

Contact Person Email alex@elizabethwharfstreet.com

**What is your targeted opening
date?** 03/17/2026

Please list names, residence addresses, and birthdates of **ALL** owners and partners. If for a corporation please include all officers and or persons to satisfy **28-A M.R.S. §651**. Click green plus button to add persons.

Owners, Partners, and Officers

i. **Name**

Alexandra Wight

Street Address of Primary Residence

149 Western Promenade

City

Portland

State

Maine

ZIP

04102

Birth Date

02/06/1982

Corporation/LLC Name

Birds of a Feather LLC

Corporate Mailing Address

149 Western Promenade

City

Portland

State

Maine

ZIP

04102

Primary Contact Person

Alexandra Wight

Contact Phone

207-232-3044

Is any principal officer under the age of 21?

YES

Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?

NO

Please list names, addresses, and contact information for on-site managers.

On-Site Managers

i. **Name**

Ashley Robinson

Date of Birth

06/15/1990

Phone

2077127841

Email

ashley@elizabethwharfstreet.com

Owner of Premises (Landlord) Name Joe Cooper

Address of Premises Owner (Landlord) CBF Properties

City Portland

State Maine

ZIP 04101

Owner of Premises (Landlord) Phone 207-450-5010

Owner of Premises (Landlord) Email joe@cbf.properties

Type of Food Served: French

Please select all that will be served:

- Beer
- Wine
- Liquor

Days and Hours of Operation: Tue-Sat, 4pm-11pm

Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment? NO

Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.) NO

Will you permit dancing after 1:00 a.m.? NO

Will you have outside dining? (If yes, an Outdoor Dining Application is required) ~~NO~~ yes

Will you have any pool tables or amusement devices (pinball, video games, juke box)? NO

Does the Issuance of this license directly or indirectly benefit any NO

City employee(s)?

Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?

YES

If Yes, please list business name(s) and location(s):

Crown Jewel, 255 Diamond Avenue, Great Diamond Island, ME 04109

Please include the following:

- Letter of intent addressed to the Mayor and Members of the City Council
- Floorplan/Layout of the premises
- Menu
- Purchase & Sale, Deed/Title, Lease Agreement, Berthing Agreement (Vessels), or Non-Renewal Notification from previous owner (if applicable)

Letter of intent addressed to the Mayor and Members of the City Council

 LOI Elizabeth's 012125 WIGHT.pdf

Floorplan/Layout of the premises

 47 Wharf Street Kitchen and Food Prep Area.pdf

Menu

 elizabeth_menu_v1.pdf

Purchase & Sale, Deed/Title, Lease Agreement, Berthing Agreement (Vessels), or Non-Renewal Notification from previous owner (if applicable)

 APA - Jefe Juans - Fully Executed.pdf

 JJ Lease w Term Notes.pdf

Signature Agreement

I hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature



Name of Signatory

Alexandra Wight

Title of Signatory

Owner

Date

01/22/2026

Thank you for providing this information. After clicking 'Submit' your application will be processed by staff as soon as possible. You will receive an invoice of fees due by email or postal service. All fees must be paid before the application is considered complete.

You will be updated by our staff, if necessary, as your submission is processed.

Have a great day!



CITY OF PORTLAND
Permitting and Inspections Department

**Outdoor Dining Permit on Public Property
Supplemental Application**

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Liquor
License Valid April 1-November 30

☐ Legal Advertisement Deposit \$100.00
☒ Outdoor Dining on Public Property \$84.00 plus \$2.00 per Square foot \$2.00 X 66 SF = 132
☐ Outdoor Dining on Public Property in a City Park \$84.00 plus \$6.30 per Square foot \$6.30 X SF =

Business Information			
Establishment Name (d/b/a):	Elizabeth's	Phone:	207-232-3044
Location Address:	47 Wharf Street, Portland, ME	Zip:	04101
Mailing Address:	49 Western Promenade, Portland, ME	Zip:	04102
Contact Person:	Alexandra Wight	Phone:	207-232-3044
Contact Person Email:	alex@elizabethwharfstreet.com		
Manager of Establishment:	Ashley Robinson	Date of Birth:	06/15/1990
		Phone:	2077127841
Owner of Premises (Landlord):	Joe Cooper		
Address of Premises Owner (Landlord):	CBF Properties, Portland, ME	Zip:	04101

Owner Information

Corporate Name		Corporate Mailing Address	
Birds of a Feather LLC		149 Western Promenade, Portland	Zip: 04102
Contact Person:	Alexandra Wight	Phone:	207-232-3044
Principal Officers	Title	Date of Birth	Residence Address
Alexandra Wight	Owner	02/06/1982	149 Western Promenade, Portland, 04102

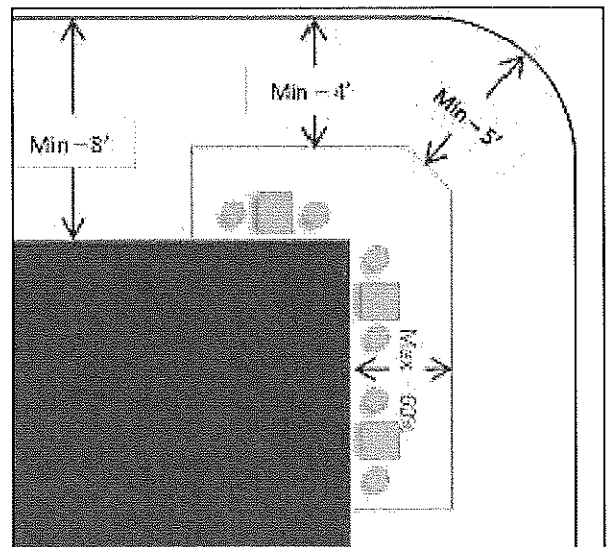


CITY OF PORTLAND
Permitting and Inspections Department

Class of License:	Class A Restaurant-Lounge: Class XI
Type of food served:	French
Please circle all that will be served:	Beer ☒ Wine ☒ Liquor ☒
Hours & days of operation:	Tues-Sat, 4pm-11pm
Number of Tables	standing room only at a drink rail/ledge for outdoor "dining"
Number of Chairs	

Design and Construction

Existing Sidewalk Width (property line to curb)	Sidewalk Dining Allowed?
< 8'0"	No
≥ 8'0"	Yes – up to 60% of
Sidewalk Type	Sidewalk Passage Width
Standard sidewalk	4'0"
Street corner	5'0"

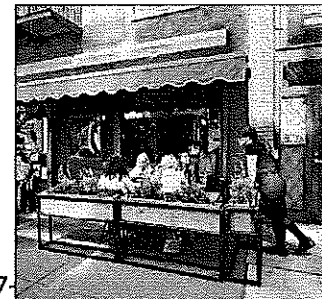
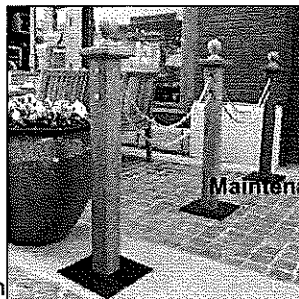
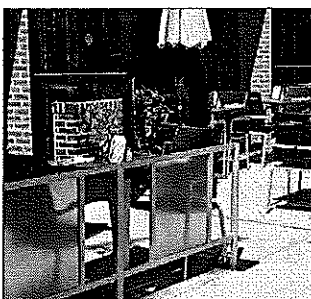


- Outdoor dining area shall not exceed 60% of the sidewalk width.
- A continuous, unobstructed sidewalk passage of 4 feet from the outer boundary of the seating area to the curb must be maintained. If the passage is not straight due to existing obstacles, then additional width may be required. Any changes to existing straight passage is at the discretion of the City.
- Egress must be maintained free of obstruction.
- Permanent fixtures, such as awnings, require a building permit separate from the Outdoor Dining permit and subject to approval by the Building Authority.
- Umbrellas do not require a permit.
- Umbrellas must be secured and maintain the height clearance for sidewalk passage.

Barriers

- If barriers are proposed, they must be free-standing. Physical attachments to a building are not allowed.
- Stanchions and ropes are encouraged. Sectional fencing is allowed with a high degree of visual transparency (at least 50% open). Solid or opaque barriers are not allowed.
- Shall not exceed 42" in height and may not include commercial signage.

Example barrier types that meet regulation



bl@portlandmaine.gov • www.portlandmaine.gov



CITY OF PORTLAND
Permitting and Inspections Department

- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- The permit holder is responsible for keeping the outdoor seating area clean.
- No food shall be prepared in the designated outdoor dining area.
- All outdoor dining components shall be removed before snowfall and while any snow or ice exists within four feet of the outdoor dining area. The City will not be responsible for damage to any property that is not removed prior to sidewalk maintenance.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.
- Request for the use of adjacent on street parking space for outdoor dining installations requires Parking Office and Building Authority review and approval.

I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by law, I/We do hereby agree to assume all risk of injury, harm or damage to my/our person or property (including but not limited to all risk of injury, harm or damage to my/our property cause by the negligence of the City of Portland, its agents, officers or employees) arising out of the establishment's occupancy of the sidewalk or park space. I/We hereby agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Portland, its agents, officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including, but not limited to costs of defense and attorney's fees, arising out of the establishment's occupancy of the sidewalk or park space, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use there from, and (2) is caused in whole or in part by any negligent act or omission of the establishment, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Signature Ad Title Owner Date 01/23/25

For Administrative Use Only

Amount: _____	Request Date /	Approval	Notes: _____
Date Paid: _____	FD: _____	/	_____
CC _____ CA _____ CK _____	Health: _____	/	_____
	PD: _____	/	_____
Amount: _____	Treasury: _____	/	_____
Date Paid: _____	Zoning: _____	/	_____
CC _____ CA _____ CK _____			





Zachary Lenhart <zlenhart@portlandmaine.gov>

Elizabeths_class XI rest-lounge_47 Wharf

Zoning <zoning@portlandmaine.gov>

Wed, Jan 28, 2026 at 4:15 PM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhart <zlenhart@portlandmaine.gov>, Zachary Finley <zackf@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Matthew Caton <mcaton@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, "Lynch, Kim" <kim.lynch@maine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Elisa Marr <emarr@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>

Good Afternoon,

The legal use for 47 Wharf ST is Restaurant/Drinking Establishment. Zoning approves.

Thank you,

Mac

--

Mac Coldwell

City of Portland
Zoning Specialist
Permitting & Inspections Department
389 Congress ST, Room #315
Email: mcoldwell@portlandmaine.gov
he/him

[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on February 23, 2026 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Birds of a Feather, dba Elizabeth's. Application for Class XI Restaurant/Lounge with Outdoor Dining on Public Property at 47 Wharf Street - Sponsored by Danielle P. West, City Manager

City of Portland | Permitting and Inspections
Zachary Lenhart, Licensing and Housing Safety Manager



February 10, 2026

Birds of a Feather LLC
149 Western Promenade
Portland, ME 04102

Re: Approval of Birds of a Feather LLC, dba Elizabeth's. Application for Class XI Restaurant/Lounge with Outdoor Dining on Public Property at 47 Wharf Street

Dear Birds of a Feather LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday February 23, 2026 at 5:00 p.m., for the review of application for Class XI Restaurant/Lounge with Outdoor Dining on Public Property at 47 Wharf Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or at bl@portlandmaine.gov.

Sincerely,

Zachary J. Lenhart
Licensing and Housing Safety Manager



Application Copy

File Number: 128851

Job Type: New Application

LICENSE TYPE

On-Premises: Beer, Wine & Spirits

APPLICATION DATE RECEIVED

2026-01-22

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Birds of a Feather LLC

LICENSEE TYPE

Limited Liability Company

DOING BUSINESS AS

Elizabeth's

CORPORATE NUMBER

202512123DC

INCORPORATION DATE

2025-03-19

CORRESPONDENCE ADDRESS

149 Western Promenade Portland ME 04102

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

Alexandra Wight

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 232-3044

ALTERNATE PHONE

FAX

EMAIL

alex@elizabethwharfstreet.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Alexandra Wight	Owner		100

ADDITIONAL INFORMATION

MANAGED BY AGENT

No

PREMISES TYPE

Class A Restaurant/Lounge

PREMISES NAME

Elizabeth's

OPERATOR

Alexandra Wight

PHYSICAL ADDRESS

47 Wharf Street Portland ME 04101

MAILING ADDRESS

149 Western Promenade Portland ME 04102

CONTACT NAME

Alexandra Wight

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 232-3044

ALTERNATE PHONE

FAX

EMAIL

alex@elizabethwharfstreet.com

QUESTIONS

On-Premises: Beer, Wine & Spirit

1. Is your business (including any DBA) registered and in good standing with the Maine Secretary of State?

Answer "No" if you are a Sole Proprietor.

Yes

202512123DC

2. What is your expected start date?

March 17, 2025

3. Has/have applicant(s) formerly held a Maine liquor license?

Yes

Crown Jewel

255 Diamond Avenue

Great Diamond Island, ME 04109

CAR-18-103768

4. Does the licensee or applicant(s) have any interest in any other Maine Liquor License?

Yes

Crown Jewel

255 Diamond Avenue

Great Diamond Island, ME 04109

CAR-18-103768

5. Is the applicant/licensee an individual, partnership, or association?
(Not a corporation or LLC)

No

6. Are all licensees/applicants residents of the State of Maine?

Yes

7. Is your license for a club with a membership?

No

8. Is your license application for Vessel Corporation?

No

9. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?"

No

10 Do you have a license from the Office of the State Fire Marshal?
Contact (207) 626-3870 to determine whether licensure is necessary.

No

11 Will any law enforcement officer directly benefit financially from this license, if issued?

No

12 Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

No

13 Is the licensee/applicant(s) directly or indirectly giving aid or assistance in the form of money, property, credit, or financial assistance of any sort, to any person or business entity holding a liquor license granted by the State of Maine?

No

14 What is the full name and date of birth of the person managing this premises?

Alexandra Collins Wight, 02/06/82

15 Has any of the listed applicants, an immediate family member of an applicant, or an employed manager been denied a liquor license or had a liquor license revoked within the last 5 years?

No

16 Is any of the listed applicants the spouse, father, mother, child or other immediate family member of a person whose liquor license has been revoked or denied in the last 6 months?

No

17 Has any licensee/applicant or employed manager ever been convicted of any violation of the liquor laws in Maine or any State of the United States within the last 5 years?

No

18 Has the licensee/applicant(s) or manager ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?

No

19 Does the licensee/applicant have any arrangement such as a lease where rent is based on sales, an agreement where another party receives a portion of the revenue or profits from the business, or a right to acquire an ownership interest in the business?

No

20 At which address are your business records located?

149 Western Promenade
Portland, ME 04102

21 What will be your business hours? Please indicate each day's open and close times.

Tues-Sat, 4pm-11pm

22 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

First Parish, 425 Congress Street, .3 miles
Portland High School, .6 miles

23 Is your application for a Hotel or Bed & Breakfast?

No

24 Do you have a food menu?

Yes

(document uploaded)

25 How many seats do you have? Include indoor and outdoor seating.

40

26 How many bathrooms do you have available to the public?

1

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Food Menu	elizabeth_menu_v1.pdf	
Premises Floor Plan	47 Wharf Street Kitchen and Food Prep Area.pdf	
Supplemental Ownership Form	Birds of Feather LLC - Certificate of Formation - Filed 3-19-2025.pdf	
Other	License_CAR-18-103768.pdf	

APPLICANT

Alexandra Wight

DECLARATION

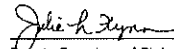
☒ I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

MAINE
LIMITED LIABILITY COMPANY
STATE OF MAINE
CERTIFICATE OF FORMATION

Charter Number: 202512123DC
Filing Number: 20250320209050710 Pages: 2
Form: DLLC Fee Paid: \$175
Filing Date: 03/19/2025

Filing Fee \$17


Deputy Secretary of State

A True Copy When Attested By Signature

Deputy Secretary of State

A True Copy When Attested By Signature

Deputy Secretary of State

Pursuant to 31 MRSA §1531, the undersigned executes and delivers the following Certificate of Formation:

FIRST: The name of the limited liability company is:

Birds of a Feather LLC

(A limited liability company name must contain the words "limited liability company" or "limited company" or the abbreviation "L.L.C.," "LLC," "L.C." or "LC" or, in the case of a low-profit limited liability company, "L3C" or "l3c" – see 31 MRSA 1508.)

SECOND: Filing Date: (select one)



Date of this filing; or



Later effective date (specified here): _____

THIRD: Designation as a low profit LLC (Check only if applicable):



This is a low-profit limited liability company pursuant to 31 MRSA §1611 meeting all qualifications set forth here:

- A. The company intends to qualify as a low-profit limited liability company;
- B. The company must at all times significantly further the accomplishment of one or more of the charitable or educational purposes within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as it may be amended, revised or succeeded, and must list the specific charitable or educational purposes the company will further;
- C. No significant purpose of the company is the production of income or the appreciation of property. The fact that a person produces significant income or capital appreciation is not, in the absence of other factors, conclusive evidence of a significant purpose involving the production of income or the appreciation of property; and
- D. No purpose of the company is to accomplish one or more political or legislative purpose within the meaning of Section 170(c)(2)(D) of the Internal Revenue Code of 1986, or its successor.

FOURTH: Designation as a professional LLC (Check only if applicable):



This is a professional limited liability company* formed pursuant to 13 MRSA Chapter 22-A to provide the following professional services:

(Type of professional services)

Form No. MLLC-6 (1 of 2)

FIFTH: The Registered Agent is a: (select either a Commercial or Noncommercial Registered Agent)

☐

Commercial Registered Agent

CRA Public Number: _____

(Name of commercial registered agent)

☒

Noncommercial Registered Agent

Bernstein, Shur, Sawyer and Nelson, P.A.

(Name of noncommercial registered agent)

100 Middle Street, West Tower, Portland, ME 04101

(physical location, not P.O. Box – street, city, state and zip code)

P.O. Box 9729, Portland, ME 04104-5029

(mailing address if different from above)

SIXTH: Pursuant to 5 MRSA §105.2, the registered agent listed above has consented to serve as the registered agent for this limited liability company.

SEVENTH: Other matters the members determine to include are set forth in the attached Exhibit _____, and made a part hereof.

**Authorized person(s)

Dated March 18, 2025

Lynne D. Houle, Esq.
(Signature of authorized person)

Lynne D. Houle, Esq., Organizer

(Type or print name of authorized person)

(Signature of authorized person)

(Type or print name of authorized person)

*Examples of professional service limited liability companies are accountants, attorneys, chiropractors, dentists, registered nurses and veterinarians. (This is not an inclusive list – see 13 MRSA §723.7)

**Pursuant to 31 MRSA §1676.1.A, Certificate of Formation MUST be signed by at least one authorized person.

The execution of this certificate constitutes an oath or affirmation under the penalties of false swearing under 17-A MRSA §453.

Please remit your payment made payable to the Maine Secretary of State.

Submit completed form to:

Secretary of State
Division of Corporations, UCC and Commissions
101 State House Station
Augusta, ME 04333-0101
Telephone Inquiries: (207) 624-7752

Email Inquiries: CEC.Corporations@Maine.gov

Form No. MLLC-6 (2 of 2) Rev. 10/31/2012

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

ORDER
GRANTING MUNICIPAL OFFICERS’
APPROVAL OF:

**Birds of a Feather LLC, dba Elizabeth’s. Application for Class XI Restaurant/Lounge
with Outdoor Dining on Public Property at 47 Wharf Street**

MEMORANDUM
City Council Agenda Item

FROM:

DATE: February 4, 2026

SUBJECT: Order 127-25/26 Accepting and Appropriating \$250,000 in Donated Funds Raised by the Portland Parks Conservancy for the Portland Public Pool Replacement Project - Sponsored by Danielle P. West, City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: No

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

This agenda item appropriates \$250,000 of additional private donations raised by the Portland Parks Conservancy to the Portland Public Pool Replacement project. Prior agenda item (Order 63-24/25) appropriated the initial \$1M in private donations.

This item must be read on two separate days. It received its first reading on February 2. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The Portland Parks Conservancy voted to support the Portland Public Pool Replacement project and to allocate organizational resources to support a philanthropic capital campaign to raise significant funds for the project. City staff and Parks Conservancy staff met with prominent local donors to request their support for the project and advice on fundraising strategies. Those donors offered to lead a \$1,000,000 philanthropic capital campaign to support the project in conjunction with the Portland Parks Conservancy.

The initial \$1,000,000 in private donations was appropriated by the City Council with Order 63-24/25. Through the fundraising efforts, a total of \$1,250,000 was raised, leading to the need to appropriate the additional funds to the project.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The result of this additional funding is that the Portland Public Pool Replacement project will proceed as planned. The resulting pool will be a community amenity that will last for generations, and give Portlanders of all ages and backgrounds a place to come together for recreation, fitness, a place to cool off on increasingly hot

summer days, and most importantly, a place for meaningful community connection.

V. FINANCIAL IMPACT

Appropriating the additional \$250,000 of funding made up of philanthropic funds will have no impact on the tax rate and requires no new bonding.

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating 250k from Portland Parks for Pool Replacement

Prepared by:

Date: 02/04/2026

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER ACCEPTING AND APPROPRIATING \$250,000 IN DONATED FUNDS
RAISED BY THE PORTLAND PARKS CONSERVANCY FOR THE PORTLAND
PUBLIC POOL REPLACEMENT PROJECT**

ORDERED, that \$250,000 of donated funds from the Portland Parks Conservancy is hereby accepted and that amount appropriated to the Parks & Recreation Department for the Portland Public Pool Replacement Project; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute whatever documents are necessary to effect the intent and purpose of this order.

MEMORANDUM
City Council Agenda Item

FROM: Kevin Kraft, Director
DATE: February 4, 2026
SUBJECT: Order 128-25/26 Accepting and Appropriating a \$3,783 Maine Historic Preservation Commission Grant for Planning Staff Participation in Forum 2026 - Sponsored by Danielle West, City Manager

SPONSOR: Danielle West, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: Yes

Does this item involve a new contract with the City: Yes

PRESENTATION: The Director of Planning and Urban Development and the Historic Preservation Program Manager will be present to provide information or answer questions as needed.

I. SUMMARY

The City of Portland was awarded this Certified Local Government (CLG) grant by the Maine Historic Preservation Commission (MHPC).

II. AGENDA DESCRIPTION

On October 30, 2025 the City of Portland was awarded a \$3,783 grant award from the Maine Historic Preservation Commission (MHPC), to support staff attendance at Forum 2026 (a national preservation conference organized by the National Alliance of Preservation Commissions or NAPC). The Planning and Urban Development department will provide \$1,261 in matching funds from previously allocated professional development funds.

This item must be read on two separate days. It received its first reading on February 2. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

As a CLG since 2004, the City of Portland may submit CLG grant applications to the MHPC. This pool of grant funding is limited to Maine's eleven CLGs and requires only a 25% match. CLG grants are funded through the Federal Historic Preservation Fund. Previous CLG grants awarded to the city have supported the Historic Preservation Program Manager position, supported restoration of the Lincoln Park Fence, and been utilized as pass-through grants to support preservation efforts by local non-profits such as the Committee to Restore the Abyssinian Church, the Tate House Museum, and Mechanics Hall.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended outcome of this grant is to support Historic Preservation staff participation in a biannual national training opportunity while leveraging grant funds to minimize the City's financial contribution.

V. FINANCIAL IMPACT

The grant to support staff attendance at Forum 2026, will require the expenditure of previously allocated funds for professional development; however, the award will be used to offset those funds, allowing the Planning and Urban Development Department's limited professional development budget to extend further.

VI. STAFF ANALYSIS AND BACKGROUND

Staff support acceptance of the grant as it will support professional development for city staff.

NAPC and Forum 2026

NAPC is a 501(c)3 nonprofit founded in 1983 to provide technical support to local preservation commissions and to advocate for policies and programs that support preservation commission efforts at the federal, state and local levels. The organization runs established education and training programs, including the Commission Assistance and Mentoring Program (CAMP®) and the biennial FORUM conference. In 2024, the City of Portland (fully funded through a CLG grant) hosted a state-wide CAMP training. FORUM is the only national conference focused on the issues facing local historic preservation boards and commissions, and includes dozens of educational sessions, discussion panels, mobile workshops, and tours.

<https://forum.napcommissions.org/>

VII. RECOMMENDATION

Staff recommend that the City Council accept the three grants awarded by MHPC.

VIII. LIST ATTACHMENTS

1. Order - Approving CLG Grant for Forum Attendance
2. Service Contract re Conference Attendance CLG Grant - FINAL_012026
3. CLG Grant Application - Forum Attendance

Prepared by:

Kevin Kraft, Director

Date: 02/04/2026

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER ACCEPTING AND APPROPRIATING A \$3,783 MAINE HISTORIC
PRESERVATION COMMISSION GRANT FOR PLANNING STAFF PARTICIPATION
IN FORUM 2026**

ORDERED, that a grant agreement in the amount of \$3,783 from the Maine Historic Preservation Commission is hereby accepted and that amount appropriated to the Planning and Urban Development Department to support staff attendance at Forum 2026, a national preservation conference organized by the National Alliance of Preservation Commissions, as set forth in the grant agreement attached hereto; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute the Grant Agreement in substantially the form attached hereto and whatever other documents are necessary to effect the intent and purpose of this order.



SERVICE CONTRACT

DATE: 11/14/2025	CONTRACT AMOUNT: \$3,783.00
ADVANTAGE CONTRACT #: 20251114000000001176	
DEPARTMENT AGREEMENT #: ME-25-10010	
START DATE: 11/12/2025	END DATE: 3/15/2027

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Maine Historic Preservation Commission		
ADDRESS: 10 Water Street, 65 SHS		
CITY: Hallowell	STATE: Maine	ZIP CODE: 04347
PROVIDER		
PROVIDER NAME: City of Portland		
ADDRESS: 389 Congress Street		
CITY: Portland	STATE: ME	ZIP CODE: 04101
PROVIDER'S VENDOR CUSTOMER #: VC0000259476		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

Kirk F. Mohnhey 11/15/2025
BY: Kirk F. Mohnhey, Director Date

BY: Name and Title Date

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACT

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

NAME: Kirk Mohney		
EMAIL: kirk.mohney@maine.gov	TELEPHONE: 207-287-3811	
ADDRESS: 10 Water Street, 65 SHS		
CITY: Hallowell	STATE: Maine	ZIP CODE: 04347

PROGRAM ADMINISTRATOR: (Program Administrator section is optional.)

The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

NAME:		
EMAIL:	TELEPHONE:	
ADDRESS:		
CITY:	STATE:	ZIP CODE:

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for this Contract. All contractual correspondence from the Department shall be submitted to:

NAME:		
EMAIL:	TELEPHONE:	
ADDRESS:		
CITY:	STATE:	ZIP CODE:

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference. *(Riders A, B, and G are required. Check all others that apply.)*

☒	Funding Rider
☒	Rider A – Scope of Work
☒	Rider B – Terms and Conditions
☒	Rider C - Exceptions
☒	Rider D – Included at Department’s Discretion
☒	Rider E – Included at Department’s Discretion
☒	Rider F – Included at Department’s Discretion
☒	Rider G – Identification of Country in Which Contracted Work will be Performed
☐	Business Associate Agreement – Included at Department’s Discretion
☐	Other – Included at Department’s Discretion

FUNDING RIDER

Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$3,783.00	013	94P	1655	26	6401	1655G	F2025		

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

FUNDING TOTAL: \$

The sources of funds and compliance requirements for this Contract follow:

State General Fund	\$
Dedicated/Special Revenue	\$
Federal Funds	\$ 3,783.00

RIDER A: SCOPE OF WORK

TABLE OF CONTENTS

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract
Provider	Organization providing services under this Contract
State	State of Maine

II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is to provide funding for the City of Portland's Historic Preservation Program Manager and Associate Preservation Planner to attend the biannual National Alliance of Preservation Commissions Conference, Forum, which is being held in Minneapolis from July 22-26, 2026.

The funding for this grant originates in the Historic Preservation Fund (HPF), a National Park Service, Department of the Interior grant-in-aid, and is awarded to non-profit entities or units of government through a competitive process.

The Department will pay the Provider as follows:

On a reimbursement basis up to the contract amount with documentation of allowable expenditures made and sufficient Provider match amount per reimbursement request. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days. See Rider F for additional payment details.

The Provider shall undertake this project in accordance with the Provider's 2025 Historic Preservation Grant Application as submitted to the Commission.

SCOPE OF WORK:

III. DELIVERABLES:

The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with the below:

N/A

RIDER B: TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT.** Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents.

All invoices must include the following:
 - A. Advantage Contract numbers for this contract.
 - B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
 - C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
 - D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

2. **BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.

3. **INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

4. **DEPARTMENT'S REPRESENTATIVE.** The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

5. **CHANGES IN THE WORK.** The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.

6. **SUB-CONTRACTORS**. The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER**. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.

8. **EQUAL EMPLOYMENT OPPORTUNITY**. During the performance of this Contract, the Provider certifies as follows:

- A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- B. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity.
- C. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine

Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

- E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- 9. CONFLICT OF INTEREST.** The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Contract, no person having any such known interests shall be employed.

- 10. EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

- 11. NON-COLLUSION.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 12. ACCESS TO RECORDS.** As a condition of accepting a Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal

services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

- 13. TERMINATION.** The performance of work under this Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

- 14. GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

- 15. GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

- 16. STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

- 17. NOTICE OF CLAIMS.** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the Provider by any Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.
- 18. APPROVAL.** This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
- 19. INSURANCE REQUIREMENT.** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
- A. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
 - i. The Provider’s insurance coverage shall be the primary and non-contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider’s insurance and shall not contribute to it.
 - ii. The Provider’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
 - iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
 - iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
 - v. The Department will not grant the Provider, or any sub-contractor of the Provider, “Additional Insured” status and the Department will not grant any Provider a “Waiver of Subrogation”.
- 20. NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.
- 21. SEVERABILITY.** The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part

thereof had been omitted.

22. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Contract, the Order of Precedence shall be:

- Rider C Exceptions
- Rider B Terms and Conditions
- Rider A Scope of Work
- Funding Rider
- Rider D Included at Department's Discretion
- Rider E Included at Department's Discretion
- Rider F Included at Department's Discretion
- Rider G Identification of Country in which contracted work will be performed
- Business Associate Agreement included at Department's Discretion
- Other Included at Department's Discretion

23. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood, pandemic or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

24. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

25. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

26. AMENDMENT. No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.

27. DEBARMENT AND PERFORMANCE CERTIFICATION. By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- B. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

28. STATE PROPERTY. The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

29. CYBERSECURITY AND PROHIBITED TECHNOLOGIES. Through the execution of this contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2021 \(3\)](#); and
- B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2030-B](#).

Contracts entered into by a state agency in violation of Title 5 M.R.S. §2030-B are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, (Title 5 M.R.S., §2030-A).

30. CONFIDENTIALITY.

- A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., "confidential information" means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal,

written, electronic, or any other format, shall be subject to the requirements herein. The term “confidential information” does not include any information or documentation that is subject to disclosure under FOAA.

- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
 - C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
 - D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).
- 31. TARIFFS.** Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

RIDER C
Exceptions

1. Add the following language to the end of Section 13 "TERMINATION" of Rider B:

"The Provider may terminate this Agreement, in whole or in part, for the purpose of convenience, upon no less than thirty (30) days prior written notice to the Department."

2. Insert the following language after the last sentence of Section 16 "STATE HELD HARMLESS" of Rider B:

"The Provider's obligations under this Agreement are subject to and limited by the defenses, immunities, and limitations of liability available to the Provider under the Maine Tort Claims Act, 14 M.R.S.A. §8101 et seq. and other applicable law."

3. Add the following language to Section 19 "INSURANCE REQUIREMENT" in Rider B:

"The Provider is insured for general liability pursuant to the Maine Tort Claims Act through MMA's risk pool, and upon request, will provide the Department with a Certificate of Membership demonstrating proof of coverage, which shall satisfy the requirements of this Section."

4. #11 and #22 of the Section titled "PROGRAM SPECIFIC REQUIREMENTS" in Rider D do not apply to this Agreement.

RIDER D

SPECIFICATIONS OF WORK TO BE PERFORMED and COMPLIANCE INFORMATION

In addition to what is noted on the cover page of this contract, the Maine Historic Preservation Commission is also hereby referred to as the "Commission" or the "Grantee" and the Provider is also hereby referred to as the "Recipient" or "Subrecipient". The Commission and the Provider mutually agree as follows:

The Provider has been awarded a U.S. Department of the Interior Historic Preservation Fund (HPF) grant-in-aid in an amount not to exceed the dollar value shown on the cover page of this contract to support the attendance of the City of Portland's historic preservation staff members at the National Alliance of Preservation Commission's conference Forum 2026 in accordance with the timetable provided with this contract. These federal funds must be matched by a minimum of \$1,261.00.

This grant award is made pursuant to, and recipients must adhere to the Department of the Interior Standard Terms and Conditions located at <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

ARTICLES

1. Department of the Interior Standard Terms and Conditions 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements are located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Responsibilities of the Parties

The Recipient agrees to:

- a. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
- b. Perform work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* in the assigned mandatory program areas as defined by the National Historic Preservation Act.
- c. Ensure subrecipients understand they are subject to the requirements of 2 CFR 200.1 "Subaward", 200.101 Applicability, and 200.331 Requirements for pass-through entities.
- d. Record their procurement of qualified consultants and contracts in accordance with 2 CFR 200.317.

3. Cost-Share Requirement

Non-Federal cost-share is required for costs incurred under this Agreement, as identified in the attached project budget.

4. Recipient Cost Share or Match.

Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Commission based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

5. Prior Approval

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. Modification, Remedies For Noncompliance Termination

- a. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by the Commission.
- b. Additional conditions may be imposed by Commission if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.
- c. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

7. Ensuring The Future Is Made In All Of America By All Of America's Workers Per E.O. 14005 (Dated January 25, 2021).

Per Executive Order 14005, entitled "Ensuring the Future is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

8. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Interim progress reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information (<https://www.access-board.gov/guidelines-andstandards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>).

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to <https://section508.gov/create>. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later (<https://www.w3.org/WAI/standards-guidelines/wcag/>), Level AA Success Criteria.

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

9. Lobbying Prohibition.

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.

10. Anti-Deficiency Act.

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

11. Assignment.

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

12. Member of Congress.

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

13. Agency.

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

14. Non-Exclusive Agreement.

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

15. Partial Invalidity.

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

16. No Employment Relationship.

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

17. No Third-Party Rights.

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

18. Rights in Data.

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern **specifically employed or assigned to originate and prepare such material.**

19. Conflict of Interest

a. Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

- b. Requirements.
 - 1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
 - 2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
 - 3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
- c. Notification.
 - 1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest..
- d. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.
- e. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- f. Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

20. Geospatial Data

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§2801-2811 – Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov.

21. Patents and Inventions

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the governmentwide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

22. General And Special Provisions

- a. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
 - i. Administrative Requirements:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - ii. Determination of Allowable Costs:

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and

iii. Audit Requirements:

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.

iv. Code of Federal Regulations/Regulatory Requirements:

- [2 CFR Part 182 & 1401 "Government-wide Requirements for a Drug-Free Workplace"](#);
- 2 CFR Part 180 & 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR Part 42, "Government wide Debarment and Suspension (NonProcurement)";
- [43 CFR 18, "New Restrictions on Lobbying"](#);
- [2 CFR Part 175, "Trafficking Victims Protection Act of 2000"](#);
- FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;
- 2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and
- 2 CFR Part 170, "Reporting Subawards and Executive Compensation".

- b. Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- c. Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
- d. Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
- e. Captions and Headings:** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

23. Executive Orders and Department of the Interior Secretary Orders

Recipients must comply with all applicable Presidential Executive Orders found at:

<https://www.whitehouse.gov/presidentialactions/>

and all applicable DOI Secretary's Orders found at: <https://www.doi.gov/document-library/secretary-order> that are in effect at the time of award, or that may take effect during the period of performance of the award.

PROGRAM SPECIFIC REQUIREMENTS

1. Retention and Access Requirements for Records.

All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337 and the Historic Preservation Fund Grants Manual.

2. NAGPRA Costs Are Unallowable

Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.

3. Allowable and Eligible Costs.

Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the Commission. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:

- a. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA): Administration, Local Government Certification, Development/Covenants, National Register, Planning, Review & Compliance, Survey & Inventory, and Tax Incentives;
- b. Administrative costs necessary to complete and administer the grant requirements;
- c. Rehabilitation of properties;
 - i. Eligible properties include historic districts, buildings, sites, structures and objects listed in the National Register of Historic Places or applicable Tribal Register;
 - ii. All work must meet the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation; and
 - iii. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
- d. Survey and Inventory of historic resources to determine eligibility;
- e. Cost for administering an easement/covenant for the property;
- f. Cost for any required audits or financial requests;
- g. Cost for the production of project signs;
- h. Costs for public notice of grant opportunities;
- i. Costs associated with required training or reporting; and/
- j. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

4. Publicity & Press Releases

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the Historic Preservation Fund (HPF) administered by the National Park Service.

5. Requirement for Project Sign & Public Notification

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of obligating any contracts or subgrants. A copy of the posted release must be submitted to NPS within 30 days of the posting.

HPF funded development projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. The sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications must contain the following statement:

"[Project Name] is being supported in part by the Historic Preservation Fund administered by the National Park Service, Department of the Interior and the Maine Historic Preservation Commission."

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

6. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant supported activities as referenced in the Statement of Work.

All deliverables must contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number P25AF00996 and Maine Historic Preservation Commission, project ME-25-10010. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

- a. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.
- b. All digital copies must follow the file naming convention:

SHPO_2025_ME_City of Portland _P25AF00996 _description of file

Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.

- c. All consultants hired by the grantee must be informed of this requirement.
- d. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

7. Consultants & Contractors

The Provider must submit documentation of responses to its competitive selection process, along with its justification and resume(s) for which consultant(s) selected for grant-assisted work, to the Commission for approval. The consultant(s) must have requisite experience and training in historic preservation to oversee any construction work to be performed and to manage this complex project. All consultants must be competitively selected and documentation of this selection must be maintained by the Provider and be made readily available for examination by the Commission. **Maximum hourly rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary.** Current salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>. For calendar year 2025 this amount is \$112.24 in Cumberland County.

8. Requirement for NEPA Compliance

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant-supported

activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology.

9. Compliance with Section 106

Pursuant to Section 106 of the National Historic Preservation Act (54 USC 306108), the NPS, the Subrecipient, and the Commission must complete the consultation process stipulated in the regulations issued by the Advisory Council on Historic Preservation (ACHP) in 36 CFR 800 **prior** to the commencement of all grant assisted construction or ground disturbance on the property.

10. Compliance with Section 110

Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 USC 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 USC 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

11. NPS Review of Planning/Design Documents for National Historic Landmarks

The grantee must submit the following:

- a. a site plan that has the north direction clearly marked;
- b. a city/county map with the site of the property clearly labeled;
- c. set of plans and specifications for the project;
- d. digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
- e. digital images of all interior major rooms and those involved in the project, labeled and keyed to a floor plan;
- f. for NHL Districts include overall views of the district from the project area; and
- g. any additional information that will better enable a technical review of the project to be completed.

The grantee must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, **prior** to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

Plans & specifications for the project must be marked on the cover with this statement:

The {name of property} is designated a National Historic Landmark for its architectural and historic significance. It is considered to have irreplaceable cultural, material, and aesthetic value. The work is funded in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. The funding of which is subject to having all work items meet The Secretary of the Interior's Standards for the Treatment of Historic Properties.

Not Applicable

12. GIS Spatial Data Transfer Standards

All GIS data collected with HPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage: https://www.nps.gov/crgis/crgis_standards.htm

Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds, as applicable.

- 13. Commission Review of Planning/Design Documents for Conformance to the Secretary of the Interior's Standards.** If plans or specifications have changed from those submitted with the Subrecipients' application for an CLG/HPF grant, the Subrecipient must submit revised construction documents to the Grantee for its review and approval to ensure conformance with the Secretary of the Interior's *Standards for Historic Preservation and Archeology*, and with the conditions listed in this Grant Agreement, prior to the beginning of grant-assisted repair work on the property. Work that does not comply with these *Standards* in the judgment of the Commission will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

14. Equipment Purchases

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a perunit acquisition cost which equals or exceeds the lesser of the capitalization level established by the nonfederal entity for financial statement purposes, or \$5,000.

- 15. Limitations on Administrative and Indirect Costs.** Administrative costs charged to the subgrant may not exceed 25 percent of the total grant award. This limitation applies to the sum of the direct costs of administration and any indirect costs charged by the Subrecipients pursuant to a current Federally approved indirect cost rate.

Administrative costs are those costs defined in the HPF Grants Manual, Chapter 6, Section F.1, and in Chapter 7, Exhibit 7-B.Retention and Access Requirements for Records. All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337 and the Historic Preservation Fund Grants Manual.

16. Catalog of Federal Domestic Assistance/Assistance listing Inclusion in Single Audit

Non-Federal entities receiving financial assistance through the Historic Preservation fund must include the appropriate Catalog of Federal Domestic Assistance (CFDA) number in the Schedule of Expenditures of Federal Award in their Single-Audit. The DFDA number applicable to this award is 15.904 – Historic Preservation Fund Grants-in-Aid.

17. Notice of Financial Management Review

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the grantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.

18. Unanticipated Discovery Protocols

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

19. Demonstration of Effort – Performance Goals

In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the grantee on project work supported by all HPF funded grants. Demonstration of effort means acceptable performance by undertaking meaningful progress on grant supported activities and complying with award terms and conditions.

Demonstration of effort will be recorded on Interim Reporting forms as per the schedule in this contract.

20. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

HPF funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

21. Nonfederal Matching Share. At least \$ 8,162.00 in eligible nonfederal matching contributions that are allowable and properly documented in accordance with 43 CFR 12.64 must be used by the Subrecipients during the grant period to share the costs for this grant. Failure to use the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the de-obligation of remaining unexpended funds.**22. Easement/Covenant Requirement for development projects**

As per Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation Fund grantees to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior.

Accordingly, the **X**, as owner of the **X** must execute a Preservation Agreement with the Commission. The term of the Agreement must run for **X** years from the end date of the last executed Preservation Agreement. The Easement must be executed by registering it with the deed of the property.

All preservation easements must be executed by registering it with the deed of the property. Baseline documentation of the character defining features of the site must be documented prior to construction through photographs. The preservation easement must document the grant assisted condition of the site and the historic character defining features as part of the document registered with the deed.

Not Applicable

23. Copyright

Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so, any materials produced under this grant. All photos included as part of the interim & final reporting and deliverables/publication will be considered released to the NPS for future official use. Photographer, date, and caption should be identified on each photo, so NPS may provide proper credit for use.

A digital copy of all deliverables must be available for public access. Sensitive information may be redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

24. Compliance with the Americans with Disabilities Act and the Architectural Barriers Act

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

25. Additional Department Requirements

- a. Provide the Commission with copies of all contracts entered into in connection with the project.
- b. Include this contract between the City of Biddeford and the State of Maine in any subcontracts issued.
- c. Ensure that no member, officer, or employee of the Maine Historic Preservation Commission, including Commission members and staff, will benefit financially from the project, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity.

RIDER E

Attachments

Publications/Deliverables Submission Guidelines

A. What do I need to submit?

Provide one digital copy of each deliverable/publication. Deliverables/publications include, but are not limited to: grant project reports; books, pamphlets and magazines; video/audio files; event documentation, including programs and photos, websites, mobile apps, exhibits, and interpretive signs.

For development (construction) grants only:

- **Submit photos of all work completed under the grant, including at least three views of the overall structure and all elements of the scope of work.** Refer to "Documenting Historic Places on Film" for more information on photographing a variety of historic environments and buildings: nps.gov/nr/publications/bulletins/photobul/pt3.htm.
- **Ensure that a fully executed, recorded copy of the preservation easement/covenant has been sent to the Commission.**

Include the following disclaimer and acknowledgement with all deliverables/publications: "This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Maine Historic Preservation Commission. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

B. How should I save submissions?

Name each file as follows:

SHPO_2025_ME_City of Portland_P25PF00996_[Description]

- For "Description," create a short (less than 50 characters) and unique description that would help someone to easily and quickly identify the file.
- Do not use spaces or special characters (#, %, &, ?) in filenames. If files are part of a series, append the number 001, 002, 003, etc. to the end of the description.

Required file formats and resolution:

- Reports and publications: PDFs at 300 pixels per inch, at 100 percent of the size of the original document. When possible, convert original publication files to PDF (for example, from Word or InDesign files). Otherwise, use high-quality scans of printed materials.
- Photos: JPEGs or TIFFs at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
- Videos: MP4 files at a resolution of 1280 by 720 pixels. Include a transcript of each video in a Word document.
- Audio files: uncompressed WAV files. Include a transcript of each file in a Word document.
- For more information about other types of deliverables or publications, consult the National Archives' transfer guidance tables (<https://www.archives.gov/records-mgmt/policy/transfer-guidance-tables.html>). Submit all files in formats that either "preferred" or "accepted" by the National Archives.

How do I submit submissions?

Contact the Commission's grant coordinator to discuss options for submitting the digital files

What information should be included with my submissions?

Include an index for all deliverables/publications as a Word document. Include the following information for each deliverable/publication:

- Grant Number)
- Subgrant #
- Title of Product
- Filename
- Creator (give full names and their roles in creating the product/deliverable)
- Date Completed
- Extent (pages, length, number of slides; use when applicable)
- Description (up to 200 words)

Save the index file as a Microsoft Word document using the following naming convention:

SHPO_2025_ME_City Portland_P25AF00096_Index.docx

RIDER F: BUDGET AND DETAILED PAYMENT INSTRUCTIONS

Budget

Understand that the budget items and figures above will be adhered to, unless the Commission provides prior written approval of amendments. Note: costs in budget are for two (2) staff members.

PROJECT BUDGET

A Service/Action/Item	B By Whom	C Hours or quantity	D Cost per	Total Cost (C X D)	Notes
Conference Registration	H.P. Program Manager	2	\$400	\$800	
Conference Tours	H.P. Program Manager	4	\$100	\$400	
Airfare and Travel	H.P. Program Manager	2	\$600	\$1,200	
Hotel Accommodations	H.P. Program Manager	8	\$250	\$2,000	
Full-Day Per Diem	H.P. Program Manager	4	\$92	\$368	
First & Last Day per Diem	H.P. Program Manager	4	\$69	\$276	
TOTAL				\$5,044	

PROJECT FUNDING

Service/Action/Item	Donor	Source	Kind	Amount	Notes
75% of cost of conference attendance		CLG Grant	Grant	\$3,783	
25% of cost of conference attendance		City of Portland General Fund	Cash	\$1,261	
Total				\$5.044	

MATCH SUMMARY

Total in-kind: \$
 Total Donation \$
 Total Cash \$1,261
 Other (Overmatch) \$
 Total Match \$1,261

GRANT SUMMARY

Total Grant Request: \$3,783

Detailed Payment Instructions

The Department will pay the Provider as follows:

On a reimbursement basis up to the contract amount with documentation of allowable expenditures made and sufficient Provider match amount per reimbursement request. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

Required documentation for Reimbursement Requests

1. Invoice on Letterhead, containing the following information:
 - a. amount of reimbursement requested;
 - b. the project cost for this request;
 - c. the amount of match expended for this request; and
 - d. the contract number.
2. All expenses, including matching share, must be documented with copies of bills and photocopies of both sides of canceled checks.
3. Time sheets signed by the employee or volunteer and supervisor are required for volunteer and in-kind services, showing the Commission pre-approved rate and total dollar value of the donated or in-kind time.
4. The dollar value of donated equipment and donated space must also be documented for approval as match.
5. All project products must be received and approved by the Commission prior to final reimbursement. For development projects a final project report is required in addition to any technical report which may be a grant product before final reimbursement.
6. See Sample Reimbursement Request Letter, below.

YOUR LETTER HEAD

INVOICE # _____

Date _____

RE: Contract # _____

Dear Mr. Mohny:

On behalf of the _____, I am requesting a (partial) (full) reimbursement of \$ _____ for expenses incurred between _____ and _____, 202_ in conjunction with the CLG funded project _____.

Project expenses are documented on the following enclosed items:

Signed Value of Donated Labor Forms for _____

Signed Timesheet/paystub/journal for _____

Invoice(s) from _____

Cancelled check # _____ to _____ (copied front and back)

Documentation in the form of _____ for in-kind contributions of materials//venues/equipment.

The total cost reflected in this request is \$_____, of which \$_____ is match and \$_____ is requested as reimbursement.

RIDER G: IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

☐ **United States. Please identify state: Enter State**

☐ **Other. Please identify country: Enter Country**

Notification of Changes to the Information:

The Provider agrees to notify the Office of State Procurement Services of any changes to the information provided above.

BUSINESS ASSOCIATE AGREEMENT**(Included at Department's Discretion)**

Enter Business Associate Agreement (BAA) here, if applicable. If not applicable, delete this page or enter "N/A" and make sure BAA is not checked in the Table of Riders section.

N/A

HISTORIC PRESERVATION GRANT APPLICATION



Tate House, Portland, Maine. Photograph by Holly K. Hurd

2025

**Development, PRE-DEVELOPMENT, Education, Planning,
Survey, National Register Listing and Archaeology
Projects**

Maine Historic Preservation Commission
55 Capitol Street, 65 State House Station
Augusta, Maine 04333-0065
207-287-2132
www.maine.gov/mhpc/grant

APPLICATIONS DUE OCTOBER 3, 2025

This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number P25AF00996. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior.

HISTORIC PRESERVATION Grant Application

DEVELOPMENT, PRE-DEVELOPMENT, EDUCATION, PLANNING, SURVEY,
NATIONAL REGISTER LISTING AND ARCHAEOLOGY PROJECTS

IMPORTANT APPLICATION INSTRUCTIONS

Applications will be submitted electronically via Dropbox. To submit the application, send an email to Christi.chapman-mitchell@maine.gov with the subject line "Grant Application Submission". You will then receive an email with detailed instructions for uploading the complete application into a Dropbox folder.

A COMPLETE APPLICATION CONTAINS EACH OF THE FOLLOWING:

- A. Application Form, signed and notarized.** Submit as a .docx or .pdf file.
- B. Assurance and Screening Forms**
 - 1. Survey (Architectural or Archaeological), Planning, Public Education or National Register projects:** Complete Standard Form 424B (Rev. 7-97), Assurances – Non-Construction Programs. This form must be signed and dated and saved as a PDF.
 - 2. Development, Pre-development, and Archaeological Stabilization projects**
 - a.** Complete Standard Form 424D (Rev.7-97), Assurances – Construction Programs. This form must be signed and dated and saved as a PDF.
 - b.** Environmental Screening Worksheet (NEPA). Complete as fully as possible. This form must be signed and dated and saved as a PDF.
- C. Supplementary documentation, submitted as PDFs**
 - 1. Estimates from contractors, consultants.
 - 2. Resumes for volunteer labor.
 - 3. Resumes for contracted labor (if known).
 - 4. Maps showing location of the project. The maps need to at a scale that the property can be located in person.
 - 5. Copies of completed pre-development plans and specifications, assessments, stabilization plans or historic structure reports if appropriate.
- D. Photographs of the historic property or proposed project area, submitted as individual .jpgs** (do not insert into a document). Provide an overview of the property and details of specific features, issues or problems.
- E. Signed and Completed Application Checklist, submitted as a PDF**

The Complete application must be uploaded to Dropbox by 5:00 p.m., October 3, 2025
Optional draft applications are due September 19, 2025.

APPLICATION FORM

Historic Preservation Grants

**REFER TO THE HISTORIC PRESERVATION FUND GRANT MANUAL
WHEN COMPLETING THIS APPLICATION.**

IF COMPLETING THIS FORM IN MICROSOFT WORD TYPE ANSWERS IN THE GRAY BOXES.

I. APPLICANT OVERVIEW

Project Name: **Staff Attendance, Forum 2026**

Location: **Minneapolis, MN**

Applicant Organization: **City of Portland, Maine**

Contact Person: Evan Schueckler, Historic Preservation Program Manager

Mailing Address: 289 Congress Street, 4th Floor

Telephone Number: (207)874-8726 E-mail Address: evans@portlandmaine.gov

Owner Information **NA**

Mailing Address: NA

Telephone Number: NA

II. GRANT TYPE

This application can be used only for Certified Local Government (CLG) Grants. Applicants for CLG grants are limited to the towns of Biddeford, Saco, York, Kennebunk, Portland, Topsham, Lewiston, Gardiner, Augusta, Bangor and Castine.

Please check one box.

☐ **HPF Grant**

☒ **CLG Grant (limited to CLG communities only)**

APPLICATION FORM

Historic Preservation Grants

III. PROJECT TYPE (ctrl-click for glossary definitions)

- ☐ Architectural Survey
- ☐ Archaeological Survey
- ☐ Archaeological Stabilization or Testing
- ☐ Administrative Support
- ☐ Development Have plans and specifications been prepared? ☐ No ☐ Yes

Please list the name, date and author of all associated pre-development work completed in advance of this project and submit copies with this application.

- ☐ National Register Nomination Submit copy of determination of eligibility letter if available
- ☒ Planning
- ☐ Pre-development
(choose one of the following) ☐ Building Condition Assessment ☐ Historic Structure Report
☐ Plans/Specifications/Bid Docs ☐ Archaeological Stabilization Plans
- ☐ Public Education

IV. FUNDING REQUEST. The minimum grant request is normally \$10,000 and the maximum request is normally \$30,000.

Grant Amount Requested (75% maximum)	\$3783	
Match Amount (25% minimum)	\$1261	Match Source: City of Portland General Fund
Total Project Cost (100%)	\$5044	

ATTACH ALL ESTIMATES USED TO CALCULATE PROJECT COST.

V. PROJECT DETAILS

- 1) Project Summary:

Provide a project **summary statement** that describes this project. Example: "The 1860 Smith House, owned by the George Historical Society and located in Smith, Maine is requesting support to: repair a roof, insulate the entry and upgrade wall insulation." (60 words maximum).

The City of Portland Historic Preservation Program is requesting a grant to aid in covering the costs of sending the Historic Preservation Program Manager and Associate Preservation Planner to attend the biannual National Alliance of Preservation Commissions (NAPC) Conference, Forum, which is being held in Minneapolis from July 22-26, 2026.

- 2) Is the subject property listed in the National Register of Historic Places? ☐ Yes ☐ No **Not Applicable**
- 3) Is this a continuing project that the Commission has previously funded? ☐ Yes ☒ No

Is this a multi-phased project? If so, please describe where the grant funded work fits into the overall project and timeline. **Not Applicable**

4) Subject of the Project:

A. Describe the subject of the project? (i.e "historic neighborhood" or "historical museum" or "archaeological site"). **Not Applicable**

B. Does the project reflect the funding priorities in Chapter 2 of the Grant Manual? Be specific and cite the applicable priority and explain how the project reflects the funding priority.

Yes. Funding this request will meet the planning funding priority of supporting preservation efforts by the City of Portland (Planning, B) by keeping the preservation staff up-to-date on new thinking and practice in the field.

C. For Survey projects only: estimate number of acres to be surveyed. **Not Applicable**

D. For Development projects only: Is there going to be any ground disturbance that will require archaeological testing? Have plans and specifications or site plans been completed for the project? Have they been reviewed by MHPC staff to determine if they meet the Secretary of the Interior's Standards for the Treatment of Historic Properties? **Not Applicable**

E. For Archaeological Survey and Testing projects only: What are the research goals? Utilizing limited testing, how is the project designed to collect sufficient information to identify a resource and to assess its eligibility for listing in the National Register of Historic Places? **Not Applicable**

F. For Archaeological Projects (Development or Stabilization) only: Provide a research design that includes an explicit statement of the problem to be addressed, a summary of previous research, and outline how this project fits into prior or ongoing historical or structural documentation or other treatments. Refer to Appendix H in the Grant Manual for additional guidance. **Not Applicable**

5) Methodology:

A. What is the project methodology. Describe the "how", the "why", the "when" and the "by whom" of the project. Be specific in terms of the timeline and sequence of activities to be undertaken. For archaeological projects, describe the amount and kinds of information required to address the documentation objectives and the methods to be used to find the information. Be specific regarding proposed field methods.

The Historic Preservation Program Manager will coordinate all logistics including conference registration, and hotel and travel registrations. Efforts will be made to minimize costs and keeping within budget by making arrangements as early as possible. The Program Manager and Associated Preservation Planner will

also review and select from field studies or special sessions based on current and anticipated City projects to ensure that staff make the most of professional development and training opportunities.

B. Are any architects, consultants, contractors, archaeologists or tradespeople already under contract for this project? If so, were they competitively selected as part of a bidding or request for proposal process?

Not Applicable

C. Which of the Secretary of the Interior's Standards for the Treatment of Historic Properties apply to this project? (Choose all that apply; click on the highlighted text to view the standards.

- ☐ Standards for [Restoration](#) ☐ Standards for [Identification](#) (survey projects)
☐ Standards for [Preservation](#) ☐ Standards for [Preservation Planning](#)
☐ Standards for [Archaeology Documentation](#)

Not Applicable

6) Products and Deliverables

Describe what the project will accomplish. Be specific and provide details. What will be the product of the project? (i.e "preservation plan" or "repaired siding" or "archaeological survey report"). Will the products be publicly available or visible?

This project will help support local historic preservation staff in keeping up-to-date on new thinking and practice in the field. There will be no specific or physical products or deliverables, but the public will benefit from continuing staff expertise and training in the field of historic preservation.

7) Public Benefit

Describe how the public will benefit from the project funded by this grant.

The public will benefit from this project by ensuring that City of Portland staff are keeping abreast of new developments and best practices within the field of Historic Preservation. An important function of the Historic Preservation Program is to serve as a resource of information and expertise to help those interested in historic preservation. Keeping up-to-date means providing the best support to the public, as well as ensuring that the Historic Preservation program can continue to make meaningful contributions to other city planning efforts.

8) Project Personnel:

Attach resumes and a description of professional expertise relative to the methodology of the project for all professionals known at the time of the application who would be conducting the project. Professionals must meet the minimum qualifications as set forth in Appendix B. Be aware that a competitive process must be used to select consultants/contractors for the project. Also attach resumes for all persons to be valued for match purposes at more than the federal minimum wage. **Not Applicable**

9) Estimated Project Schedule

Provide an estimated project schedule based on a May 31, 2027 completion date. Include time for contracting, procurement, project work, billing, and report preparation. All tasks, reporting and billing must be completed, including billing and reporting, by this date. No extensions will be given.

The conference will take place July 22-26, 2026. Staff would aim to make travel and hotel arrangements as soon as possible after awarding of funds to ensure reasonable prices. Otherwise, all expenses and reimbursements should be complete by the end of August, 2026.

10) Administration (please provide resumes if available)

a. Name and contact information of the grant administrator. **Evan Schueckler (evans@portlandmaing.gov)**

b. Name and contact information of the project manager. **Evan Schueckler** (evans@portlandmaine.gov)

c. Name and contact information of person in charge of financial management? **Evan Schueckler** (evans@portlandmaine.gov)

d. Please list up to five prior grant projects administered by this organization and address the following questions for each project: 1. Was it completed on schedule? 2. Was it completed within the approved budget? 3. Provide a reference with email or phone number.

2024 CLG Grant for staff support, completed on schedule within approved budget. Contact Megan Cindrich, Principal Administrative Officer, Planning and Urban Development, mcindrich@portlandmaine.gov

2023 CLG Grant to host NAPC Commission Assistance & Mentorship Program (CAMP) Training, completed on schedule within approved budget. Contact Megan Cindrich, Principal Administrative Officer, Planning and Urban Development, mcindrich@portlandmaine.gov

2023 CLG Grant to digitize historic designation survey records, completed on schedule within approved budget. Contact Megan Cindrich, Principal Administrative Officer, Planning and Urban Development, mcindrich@portlandmaine.gov

2023 CLG Grant to send local historic preservation staff to attend the National Trust for Historic Preservation Conference, completed on schedule within approved budget. Contact Megan Cindrich, Principal Administrative Officer, Planning and Urban Development, mcindrich@portlandmaine.gov

2022 CLG Grant to purchase materials and complete drawings to support the restoration of the Lincoln Park Fence along Pear Street, completed on schedule within approved budget. Contact Ethan Hipple, Director of Parks and Recreation, ehipple@portlandmaine.gov

11) Availability of Match:

Do you already have all the required match for this project?

☒ Yes

☐ No

If the answer is "no" what percentage of the match is already in hand?

%

Please describe how any remaining match will be raised.

Not Applicable

12) Budget:

Describe what steps you have taken to determine the project budget and ensure its accuracy. See Chapter 8 in the Grant Manual for more information.

Staff looked to registration costs from prior years. Staff checked flight and hotel costs at the time of preparing the application. Per-diems are based on GSA information for Minneapolis, MN.

APPLICATION FORM

Historic Preservation Grants

V. BUDGET AND FUNDING

Estimated Project Budget:

Grant Request: \$3783

Total Project Cost: \$5044

In the table below provide an estimated budget for the project. The budget should include each major work element for the entire project or project phase. Item elements may include personnel, supplies, equipment, travel, printing, administration, support services, donated labor, indirect costs (if applicable), etc. Use separate lines for materials and labor. If the budget includes "contractual services," indicate what the contract will be for in the notes. The estimated budget must be detailed. Each individual involved must be listed by name and function, with hourly rate and total salary. Indicate if the service/action/item is based on an estimate. Add additional rows as necessary. See sample budget in grant manual.

A Service/Action/Item	B By Whom	C Hours or quantity	D Cost per	E Total Cost (C X D)	Notes
Conference Registration	Historic Preservation Program Manager	2	\$400	\$800	May be lower with earlier registration. Registration costs have not been released.
Conference Tours	Historic Preservation Program Manager	4	\$100	\$400	Schedule has not yet been released. This is an assumed cost for a special tour based on past experience.
Airfare & Travel	Historic Preservation Program Manager	2	\$600	\$1200	Based on quick flight search
Hotel Accommodations	Historic Preservation Program Manager	8	\$250	\$2000	Based on a survey of available hotels near the conference venue
Full-Day Per Diem	Historic Preservation Program Manager	4	\$92	\$368	Based on GSA Per-Diem for Minneapolis, MN
First & Last Day Per Diem	Historic Preservation Program Manager	4	\$69	\$276	Based on GSA Per-Diem for Minneapolis, MN
TOTAL				\$5044	

APPLICATION FORM

Historic Preservation Grants

PROJECT FUNDING

In the table below indicate how the project will be paid for, including both non-federal match, the requested grant funds, and any additional funding. Match must be on a 75/25 basis to the grant request: if the project is estimated at \$20,000 then the grant request would be \$15,000.00 and the match would be at least \$5,000.00. Attach resumes for all persons to be valued for match purposes at more than the federal minimum wage. See sample project funding matrix in grant manual.

A. Service/Action/Item: copy this from the project budget. Items can be combined as needed.

B. Donor: list the names of funding sources for each budget item. For example: "Kennebec University".

b. Source: indicate where the funds are coming from (.e.g., "private donation", "capital funds"). The Commission will review source to ensure that it is eligible for non-federal match.

c. Kind: indicate the kind of funding. Choose from the following: grant, cash, cash match, in-kind, in-kind match, or indirect costs match. Please note that each kind of funding requires a separate breakout.

Service/Action/Item	Donor	Source	Kind (cash match, in-kind match, volunteer match, grant)	Amount	Notes
75% of cost of conference attendance		CLG Grant	Grant	\$3783	
25% of cost of conference attendance		City of Portland General Fund	Cash	\$1261	
TOTAL				\$5044	

MATCH SUMMARY

In-kind match \$
 Cash match **\$1261**
 Other match \$
 Total Match **\$1261**

OTHER FUNDING SOURCES

(List names and amounts)

Total Other Sources \$

APPLICATION FORM

Historic Preservation Grants

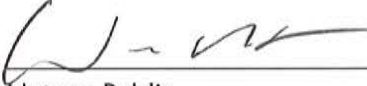
VI. CERTIFICATION

In making this application for Federal assistance under the provisions of the National Historic Preservation Act of 1966, I hereby acknowledge my familiarity with the requirements listed in the Maine Historic Preservation Commission Grants Manual. I agree that should I receive the Federal assistance herein requested, I will carry out the project according to Federal and State requirements. I certify that I am authorized to submit this application.

 10/3/2025
Signature Date

Danielle West, City Manager, City of Portland, Maine
Name & Title (Typed or Printed)
Applicant Organization

In Witness Whereof

 10/3/25
Notary Public Date

Cumberland County **WILLIAM PROUT**
County Notary Public, State of Maine
My Commission Expires 7/15/2027

Reminder: The signed federal Assurances – Non-construction 424B and Construction Programs 424-D forms must accompany this application when it is e-mailed to the Commission.

CERTIFICATION (if principal personnel are not yet selected [i.e., consultants]):

This is to certify that the applicant understands that, if funded, this project will be directed by personnel meeting the minimum professional credentials for the relevant disciplines stipulated in 36 CFR Part 61.

 10/3/25
Signature Date

APPLICATION CHECKLIST

Historic Preservation Grants

APPLICANT MUST INITIAL EACH BULLET POINT TO ACKNOWLEDGE THAT THEY HAVE READ THESE INSTRUCTIONS OR REMINDERS. RETURN THIS PAGE WITH THE APPLICATION.

1. Project expenses incurred before the execution of a contract between the Applicant and the State are not reimbursable and cannot be used for match. ERS (initials)
2. Consultants or contractors cannot be hired before the grant has been awarded. Once the grant has been awarded by the Commission, the procurement of services form must be filled out for any consultant or contractor. This form requires that three consultants or contractors are invited to submit proposals for a project. If only one party responds, the Applicant must show that they contacted at least two other parties. ERS (initials)
3. All project expenses must be thoroughly accounted for in the application. For example, you must break down the cost estimate into pay per hour for each party involved and outline exactly what tasks they will be doing. If estimates are available from contractors, include copies with the application. Please include administrative time in the grant application. ERS (initials)
4. Check the math. The 1/1 federal/local match must be correct on the applications. For a \$20,000 project, a request for \$15,000 federal share requires a minimum of \$5,000 in local match. ERS (initials)
5. Regarding local match, CDBG funds are the only federal funds which may be used in combination with HPF funds. ERS (initials)
6. Has the applicant signed all signature lines on the grant applications? ERS (initials)
7. The applicant must designate one person to be the point of contact with our office. We require that grant products be sent directly to us from the local point of contact, not from the consultants who prepared them. ERS (initials)
8. If applicable, has the town's historic preservation commission been consulted regarding this grant application?
Yes ☐ No ☒ ERS (initials)
9. Publicity. There is a special paragraph which MUST be used in all authorized publications and other forms of publicity connected with projects that receive federal grants. The paragraph begins: "This publication has been financed in part with Federal funds from the National Park Service...." ERS (initials)
10. Grant Orientation Meeting. For certain grant projects, our office may require a meeting to confirm the budget and the timetable for completion, and discuss procurement requirements and reimbursement procedures. ERS (initials)

ASSURANCES – CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capabilities (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Standard Form 424D (Rev. 7-97)

Previous Edition Usable

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Prescribed by OMB Circular A-102

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a and 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of

wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuming compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1966 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION City of Portland, Maine	DATE SUBMITTED 10/3/2025

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ASSURANCES – NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

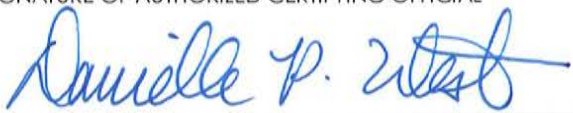
As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capabilities (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug

Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards
10. Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

11. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
15. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
16. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-554, as amended, 7 U.S.C. §§2132 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
17. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1966 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION City of Portland, Maine	DATE SUBMITTED 10/3/2025

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The National Park Service's
State, Tribal, and Local Plans & Grants
Environmental Screening Worksheet

FOR DEVELOPMENT, PRE-DEVELOPMENT AND ARCHAEOLOGY PROJECTS ONLY

This worksheet should be completed as fully as possible and returned to the Maine Historic Preservation Commission. It will then be signed by the SHPO office funding the project work and forwarded to the National Park Service for final review. The Categorical Exclusion Form (if applicable) will be reviewed and signed by the National Park Service.

A. PROJECT INFORMATION

Project Name: Click here to enter text.

Project Address: Click here to enter text.

Project Originator/Coordinator: Click here to enter text.

Subgrantee/Owner: Click here to enter text.

National Register Status: Click here to enter text.

B. PROJECT DESCRIPTION/LOCATION

Describe the project Click here to enter text.

C. AREA OF POTENTIAL EFFECTS

Define your Area of Potential Effects. These are the geographic or spatial limits of the project impacts, including staging areas and adjacent properties that might be affected by a change in viewshed or project noise or vibration, for example. : Click here to enter text.

D. RESOURCE EFFECTS TO CONSIDER

Consider the context, duration and intensity of effects on resources.

Are any measurable impacts possible on the following physical, natural or cultural resources?

Yes? No? Data Needed to Determine?

- | | | | |
|--|------------------------------|-----------------------------|--------------------------------------|
| 1. Geological resources – soils, bedrock, streambeds, etc. | ☐ Yes | ☐ No | ☐ Data Needed |
| 2. Air quality | ☐ Yes | ☐ No | ☐ Data Needed |
| 3. Soundscapes | ☐ Yes | ☐ No | ☐ Data Needed |
| 4. Water quality or quantity | ☐ Yes | ☐ No | ☐ Data Needed |
| 5. Streamflow characteristics | ☐ Yes | ☐ No | ☐ Data Needed |
| 6. Marine or estuarine resources | ☐ Yes | ☐ No | ☐ Data Needed |
| 7. Floodplains or wetlands | ☐ Yes | ☐ No | ☐ Data Needed |
| 8. Land use, including occupancy, income, type of use | ☐ Yes | ☐ No | ☐ Data Needed |
| 9. Rare or unusual vegetation, old growth timber, riparian | ☐ Yes | ☐ No | ☐ Data Needed |

10. Species of special concern (plant/animal/state or Federal listed or proposed for listing) or habitat	☐ Yes	☐ No	☐ Data Needed
11. Unique ecosystems, biosphere reserves, World Heritage	☐ Yes	☐ No	☐ Data Needed
12. Unique or important wildlife or wildlife habitat	☐ Yes	☐ No	☐ Data Needed
13. Unique or important fish or fish habitat	☐ Yes	☐ No	☐ Data Needed
14. Introduction/promotion of non-native species	☐ Yes	☐ No	☐ Data Needed
15. Recreation resources, including supply, demand, visitation, activities, etc.	☐ Yes	☐ No	☐ Data Needed
16. Socioeconomics, including employment, occupation, income changes, tax base, infrastructure	☐ Yes	☐ No	☐ Data Needed
17. Minority and low-income populations, ethnography, size, migration patterns, etc.	☐ Yes	☐ No	☐ Data Needed
18. Energy resources	☐ Yes	☐ No	☐ Data Needed
19. Other agency, or tribal, land use plans or policies	☐ Yes	☐ No	☐ Data Needed
20. Resource, including energy, conservation potential	☐ Yes	☐ No	☐ Data Needed

E. MANDATORY CRITERIA: If implemented, would the proposal?

1. Have material adverse effects on public health or safety?	☐ Yes	☐ No	☐ Data Needed
2. Have adverse effects on such unique characteristics as historic or cultural resources; park, recreation, or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands; floodplains; or ecologically significant or critical areas, including those listed on the National Register or Natural Landmarks?	☐ Yes	☐ No	☐ Data Needed
3. Have highly controversial environmental effects?	☐ Yes	☐ No	☐ Data Needed
4. Have highly uncertain and potentially negative environmental effects or involve unique or unknown environmental risks?	☐ Yes	☐ No	☐ Data Needed
5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	☐ Yes	☐ No	☐ Data Needed
6. Be directly related to other actions with individually insignificant, but cumulatively significant, environmental effects?	☐ Yes	☐ No	☐ Data Needed
7. Have adverse effects on properties listed or eligible for listing on the National Register of Historic Places?	☐ Yes	☐ No	☐ Data Needed
8. Have adverse effects on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have adverse effects on designated Critical Habitat for these species?	☐ Yes	☐ No	☐ Data Needed

9. Violate a federal law, or a state, local, or tribal law or requirement imposed for the protection of the environment?

☐ Yes ☐ No ☐ Data Needed

10. Have a disproportionate, significant adverse effect on low income or minority populations (EO 12898)?

☐ Yes ☐ No ☐ Data Needed

11. Limit access to and ceremonial use of Indian sacred sites by Indian religious practitioners or adversely affect the physical integrity of such sacred sites (EO 130007)?

☐ Yes ☐ No ☐ Data Needed

12. Contribute to the introduction, continued existence, or spread of federally listed noxious weeds (Federal Noxious Weed Control Act). Contribute to the introduction, continued existence, or spread of non-native invasive species or actions that may promote the introduction, growth or expansion of the range of nonnative invasive species (EO 13112)?

☐ Yes ☐ No ☐ Data Needed

*****If you check "YES" to any of the above listed criteria you cannot claim a CE and must complete either an EA or EIS for your project to proceed. Please answer the following question:**

F. SITE VISIT

Is the person preparing this form familiar with the site, and/or has a site visit been conducted?

☐ Yes ☐ No

DEFINITIONS

[CTRL-Click here to return to page 5](#)

Administrative: support for staff

Archaeological Site Protection and Stabilization projects that protect or stabilize an archaeological site listed in the National Register.

Archaeological Testing or Excavation. These are projects needed to carry out a treatment project or to mitigate the effects of treatment work, provided that the scope of the investigation is limited to the area affected, and the National Register eligibility of the HPF grant-assisted site is not destroyed. The archeological resources may be the primary focus for the development project, or they may be one component of a development project that focuses on a building, structure, or landscape.

Architectural Plans and Specifications/Bid Documents These were commonly referred to as blueprints in the past and they graphically and narratively describe the specific steps, methods, materials and treatments to be used in the physical alteration of a building, structure or landscape. Bid Documents refer to a final set of plans and specifications that are ready to be sent to contractors/consultants for project bidding. Architectural Plans and Specifications/Bid Documents must meet the Secretary of the Interior's Standards for the Treatment of Historic Properties and be prepared by a 36 CFR Part 61 qualified Historical Architect.

Building Condition Assessment (BCA) assesses a resource's current, existing conditions on a comprehensive basis. A condition assessment will prioritize the work necessary to rehabilitate, restore or preserve a property and may also include cost estimates and or a proposed budget. These reports include a discussion on building materials, failure of these materials, code violations and ADA accessibility. Condition assessments on buildings should be prepared by a 36 CFR Part 61 qualified Historical Architect and/or engineer.

Development projects are activities that physically preserve or restore historic properties or archeological sites, and may include exterior, interior, or historic landscape work, as well as limited updating of HVAC systems. *The Secretary of the Interior's Standards for the Treatment of Historic Properties* define appropriate preservation and restoration treatments for historic properties.

Historic Structure Report (HSR) A historic structure report provides documentary, graphic, and physical information about a property's history and existing condition. Broadly recognized as an effective part of preservation planning, a historic structure report also addresses management or owner goals for the use or re-use of the property. It provides a thoughtfully considered argument for selecting the most appropriate approach to treatment, prior to the commencement of work, and outlines a scope of recommended work. The report serves as an important guide for all changes made to a historic property during a project-repair, rehabilitation, or restoration-and can also provide information for maintenance procedures. Finally, it records the findings of research and investigation, as well as the processes of physical work, for future researchers. A HSR is much more extensive than a Building Condition Assessment (BCA), although its scope may contain a BCA among other subjects. HSRs should be prepared by a 36 CFR Part 61 qualified Historical Architect or engineer or both, often with the assistance of architectural or landscape historians.

National Register *National Register Listing* projects are those that lead to the preparation of nominations to the National Register of Historic Places.

Public Education: projects include, but are not limited to:

1. Activities to increase overall public awareness of technical preservation methods and techniques having application to historic properties
2. Dissemination of information to promote working relationships with the public and private sectors to achieve HPF objectives;
3. Explanation of historic preservation planning and/or the goals of the State Plan to State and local governments and to public or private audiences throughout the State; and

4. Dissemination of the results of grant-funded work, including explanation of accomplishments, problems, and issues directly related to grant-assisted activities to the State preservation constituency.

Planning: undertaking planning studies, historic contexts, ordinance or regulation development or guidelines that support local planning goals.

Predevelopment projects usually fall into four categories: building condition assessment, historic structure report, plans and specifications/bid document, or archaeological stabilization plans. Two or more of these may be required before a development project can be funded.

Preservation. "Preservation" as defined by the *Secretary of the Interior's Standards* is the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property.

Restoration. "Restoration" as defined by the *Secretary of the Interior's Standards* is the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period.

Secretary of the Interior's Standards. "Secretary of the Interior's Standards" shall mean *The Secretary of the Interior's Standards for the Treatment of Historic Properties* 1995, 36 CFR Part 68, or the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, 1983, 48 CFR 44716 and the specific standards and guidelines for Preservation Planning, Identification, Evaluation, Registration, and Documentation (historical, architectural and engineering, archaeological) that it encompasses.

Survey and Identification projects inventory either above ground resources such as buildings or below ground resources such as archaeological sites.

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MEMORANDUM
City Council Agenda Item

FROM: Kevin Kraft, Director

DATE: February 4, 2026

SUBJECT: Order 129-25/26 Approving the Service Contract Between the Maine Historic Preservation Commission and the City of Portland and Accepting and Appropriating a Pass-Through Grant in the Amount of \$13,257 - Sponsored by Danielle West, City Manager

SPONSOR: Danielle West, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No

Does this item involve a new contract with the City: Yes

PRESENTATION: The Director of Planning and Urban Development and the Historic Preservation Program Manager will be present to provide information or answer questions as needed.

I. SUMMARY

The City of Portland was awarded this Certified Local Government (CLG) grant by the Maine Historic Preservation Commission (MHPC).

II. AGENDA DESCRIPTION

On October 30, 2025, the City of Portland was awarded a \$13,257 grant award from the Maine Historic Preservation Commission (MHPC), which will be administered as a pass-through grant to the Maine Charitable Mechanic Association for the replacement of the Casco Street bulkhead at Mechanics' Hall. The Maine Charitable Mechanic Association will provide \$10,000 in matching funds. As a pass-through grant, the City will not contribute funds to this project.

This item must be read on two separate days. It received its first reading on February 2. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

As a CLG since 2004, the City of Portland may submit CLG grant applications to the MHPC. This pool of grant funding is limited to Maine's eleven CLGs and requires only a 25% match. CLG grants are funded through the Federal Historic Preservation Fund. Previous CLG grants awarded to the city have supported the Historic Preservation Program Manager position, supported restoration of the Lincoln Park Fence, and been utilized as pass-through grants to support preservation efforts by local non-profits such as the Committee to Restore the Abyssinian Church, the Tate House Museum, and Mechanics Hall.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended outcome of this grant is that Mechanics' Hall will be able to complete replacement of a failed sidewalk bulkhead along Casco Street. This pass-through project will support this nonprofit in maintaining and improving its historically and architecturally significant buildings.

V. FINANCIAL IMPACT

There is no commitment of any funds by the City for this pass-through grant.

VI. STAFF ANALYSIS AND BACKGROUND

Staff support acceptance of the grant as it will support a nonprofit in the City in maintaining its historically designated Landmark buildings. The Maine Charitable Mechanic Association is a 501(c)3 non-profit originally established in 1815 as a member-supported cultural/professional hub and library. Mechanics' stewards their historic Hall which was purpose-built for the association, completed in 1859, and is a locally-designated Landmark. The building is used as a community-centered cultural venue offering public programs, affordable access for local artists and non-profits, and free or low-cost events focusing on historic preservation, accessibility, and civic engagement. The Hall hosts over 150 arts, cultural, and literary events each year, welcoming over 12,000 visitors annually.

<https://mechanicshallmaine.org/>

VII. RECOMMENDATION

Staff recommend that the City Council accept the three grants awarded by MHPC.

VIII. LIST ATTACHMENTS

1. Order - Approving CLG Grant for Mechanics Hall
2. Service Contract re Mechanic's Hall CLG Grant_FINAL 011226
3. CLG Grant Cover Letter - Mechanics' Hall
4. CLG Grant Application - Mechanics' Hall

Prepared by:

Kevin Kraft, Director

Date: 02/04/2026

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING THE SERVICE CONTRACT BETWEEN THE MAINE
HISTORIC PRESERVATION COMMISSION AND THE CITY OF PORTLAND AND
ACCEPTING AND APPROPRIATING A PASS-THROUGH GRANT IN THE AMOUNT
OF \$13,257 TO THE MAINE CHARITABLE MECHANIC ASSOCIATION**

ORDERED, that a \$13,257 grant from the Maine Historic Preservation Commission is hereby accepted and that amount appropriated for a subgrant for the Maine Charitable Mechanic Association for the replacement of the Casco Street bulkhead at Mechanic's Hall

BE IT FURTHER ORDERED, that the attached Service Contract between the Maine Historic Preservation Commission and the City of Portland to provide a \$13,257 pass-through grant to the Maine Charitable Mechanic Association is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute the Service Contract and whatever documents are necessary or convenient to effect the intent and purpose of this order.

EXHIBIT B - SERVICE CONTRACT



SERVICE CONTRACT

DATE: 11/12/2025	CONTRACT AMOUNT: \$13,257.00
ADVANTAGE CONTRACT #: 20251117000000001181	
DEPARTMENT AGREEMENT #: ME-25-10012	
START DATE: 11/12/2025	END DATE: 3/15/2027

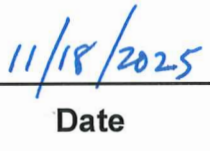
This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Maine Historic Preservation Commission		
ADDRESS: 10 Water Street, 65 SHS		
CITY: Hallowell	STATE: Maine	ZIP CODE: 04347
PROVIDER		
PROVIDER NAME: City of Portland		
ADDRESS: 389 Congress Street		
CITY: Portland	STATE: ME	ZIP CODE: 04101
PROVIDER'S VENDOR CUSTOMER #: VC0000259476		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

 
BY: Kirk F. Mohnhey, Director Date

BY: Name and Title Date

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACT

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

NAME: Kirk Mohney		
EMAIL: kirk.mohney@maine.gov	TELEPHONE: 207-287-3811	
ADDRESS: 10 Water Street, 65 SHS		
CITY: Hallowell	STATE: Maine	ZIP CODE: 04347

PROGRAM ADMINISTRATOR: (Program Administrator section is optional.)

The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

NAME:		
EMAIL:	TELEPHONE:	
ADDRESS:		
CITY:	STATE:	ZIP CODE:

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for this Contract. All contractual correspondence from the Department shall be submitted to:

NAME:		
EMAIL:	TELEPHONE:	
ADDRESS:		
CITY:	STATE:	ZIP CODE:

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference. *(Riders A, B, and G are required. Check all others that apply.)*

☒	Funding Rider
☒	Rider A – Scope of Work
☒	Rider B – Terms and Conditions
☒	Rider C - Exceptions
☒	Rider D – Included at Department’s Discretion
☒	Rider E – Included at Department’s Discretion
☒	Rider F – Included at Department’s Discretion
☒	Rider G – Identification of Country in Which Contracted Work will be Performed
☐	Business Associate Agreement – Included at Department’s Discretion
☐	Other – Included at Department’s Discretion

FUNDING RIDER

Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$13,257.00	013	94P	1655	26	6401	1655G	F2025		

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

FUNDING TOTAL: \$

The sources of funds and compliance requirements for this Contract follow:

State General Fund	\$
Dedicated/Special Revenue	\$
Federal Funds	\$ 13,257.00

RIDER A: SCOPE OF WORK

TABLE OF CONTENTS

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract
Provider	Organization providing services under this Contract
State	State of Maine

II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is to provide funding for Mechanics Hall to replace a failing sidewalk bulkhead on Casco Street, which poses a public safety hazard and allows water to leak into the basement, threatening the historic foundation. The corroded steel frame and deformed door require full replacement with proper structural support to prevent further damage and maintain critical basement access for future infrastructure repairs.

The funding for this grant originates in the Historic Preservation Fund (HPF), a National Park Service, Department of the Interior grant-in-aid, and is awarded to non-profit entities or units of government through a competitive process.

The Department will pay the Provider as follows:

On a reimbursement basis up to the contract amount with documentation of allowable expenditures made and sufficient Provider match amount per reimbursement request. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days. See Rider F for additional payment details.

The Provider shall undertake this project in accordance with the Provider's 2025 Historic Preservation Grant Application as submitted to the Commission.

SCOPE OF WORK

The Provider shall administer the Mechanics Hall Bulkhead Replacement project as described in provider's 2025 CLG grant application.

In addition, the Applicant agrees to:

1. Sign a Stewardship Agreement with the Commission for a period of 5 (five) years beginning 5/30/2032 and update the Character Defining Features Photographic Schedule;
2. Complete and submit interim reports and the final report as per the timetable below; and
3. Understand that the stipulated scope of work and products can only be changed by means of prior written approval by the Commission.

I. DELIVERABLES:

The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with the below:

1. Interim Reports;
2. Completed final report for the grant;
3. Copies of announcement of grant award and any publicity surrounding the awarding of this grant;
1. Signed Stewardship Agreement and updated Character Defining Features Photographic Schedule;
2. Index to Deliverables (See Rider E); and
3. Photographs as jpgs (if applicable) and completed NPS Photo-Release-Form 09-12-2008.pdf for any person depicted in the photographs.

II. PERFORMANCE MEASURES: **N/A**

III. REPORTS: remove this section if not applicable to this Contract.

A. Required Reports

The Provider shall track and record all data/information necessary to complete the reports listed in the table below:

	Name of Report	Description or Appendix #:
1.	Interim Reports	Click or tap here to enter text.
2.	Final Report	Reporting form provided

B. Reporting Schedule for Above Listed Required Reports

The Provider shall submit all of the reports listed in the table below to the Department in accordance with the deadlines established within the table:

	Name of Report:	Period Captured by Report:	Due Date and/or Frequency:
1.	First Interim Report	Quarterly	January 15, 2026
2.	Second Interim Report	Quarterly	April 15, 2026
3.	Third Interim Report	Quarterly	July 15, 2026
4.	Fouth Interim Report	Quarterly	October 15, 2026
5.	Fifth Interim Report	Quarterly	January 15, 2027
6.			
7.	Final Report	Grant Period	March 15, 2027

The Interim Reporting schedule can be changed only by prior written approval by the Commission. Interim reporting forms will be provided to grant recipients for their use.

The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Contract until such reports are received, reviewed and accepted.

The Provider further agrees to submit such other data and reports as may be requested by the Agreement Administrator. The Provider shall submit all data and reports to the Agreement Administrator listed in section "DEPARTMENT AND PROVIDER POINTS OF CONTACT" of this Agreement.

RIDER B: TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT.** Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents.

All invoices must include the following:
 - A. Advantage Contract numbers for this contract.
 - B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
 - C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
 - D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

2. **BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.

3. **INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

4. **DEPARTMENT'S REPRESENTATIVE**. The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. **CHANGES IN THE WORK**. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.

6. **SUB-CONTRACTORS**. The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER**. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.

8. **EQUAL EMPLOYMENT OPPORTUNITY**. During the performance of this Contract, the Provider certifies as follows:

- A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- B. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity.

- C. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine

Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

- E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- 9. CONFLICT OF INTEREST.** The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Contract, no person having any such known interests shall be employed.

- 10. EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

- 11. NON-COLLUSION.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 12. ACCESS TO RECORDS.** As a condition of accepting a Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal

services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

- 13. TERMINATION.** The performance of work under this Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

- 14. GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

- 15. GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

- 16. STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

17. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the Provider by any Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.

18. APPROVAL. This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

19. INSURANCE REQUIREMENT. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

- A. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
 - i. The Provider’s insurance coverage shall be the primary and non-contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider’s insurance and shall not contribute to it.
 - ii. The Provider’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
 - iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
 - iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
 - v. The Department will not grant the Provider, or any sub-contractor of the Provider, “Additional Insured” status and the Department will not grant any Provider a “Waiver of Subrogation”.

20. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.

21. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part

thereof had been omitted.

22. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Contract, the Order of Precedence shall be:

- Rider C Exceptions
- Rider B Terms and Conditions
- Rider A Scope of Work
- Funding Rider
- Rider D Included at Department's Discretion
- Rider E Included at Department's Discretion
- Rider F Included at Department's Discretion
- Rider G Identification of Country in which contracted work will be performed
- Business Associate Agreement included at Department's Discretion
- Other Included at Department's Discretion

23. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood, pandemic or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

24. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

25. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

26. AMENDMENT. No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.

27. DEBARMENT AND PERFORMANCE CERTIFICATION. By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- B. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

28. STATE PROPERTY. The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

29. CYBERSECURITY AND PROHIBITED TECHNOLOGIES. Through the execution of this contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2021 \(3\)](#); and
- B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2030-B](#).

Contracts entered into by a state agency in violation of Title 5 M.R.S. §2030-B are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, (Title 5 M.R.S., §2030-A).

30. CONFIDENTIALITY.

- A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., "confidential information" means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal,

written, electronic, or any other format, shall be subject to the requirements herein. The term “confidential information” does not include any information or documentation that is subject to disclosure under FOAA.

- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
 - C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
 - D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).
31. **TARIFFS**. Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

RIDER C: EXCEPTIONS

Enter the exceptions here, if applicable. If not applicable, delete this page or enter "N/A" and make sure Rider C is not checked in the Table of Riders section.

1. Add the following language to the end of Section 13 "TERMINATION" of Rider B:

"The Provider may terminate this Agreement, in whole or in part, for good cause, including but not limited to, loss of personnel or funding to provide the services hereunder, upon no less than thirty (30) days prior written notice to the Department."

2. Insert the following language after the last sentence of Section 16 "STATE HELD HARMLESS" of Rider B:

"The Provider's obligations under this Agreement are subject to and limited by the defenses, immunities, and limitations of liability available to the Provider under the Maine Tort Claims Act, 14 M.R.S.A. §8101 et seq. and other applicable law."

3. Add the following to Section 19 "INSURANCE REQUIREMENT" in Rider B:

"The Provider is insured for general liability pursuant to the Maine Tort Claims Act through MMA's risk pool, and upon request, will provide the Department with a Certificate of Membership demonstrating proof of coverage, which shall satisfy the requirements of this Section."

4. #11 of the Section titled "PROGRAM SPECIFIC REQUIREMENTS" in Rider D does not apply to this Agreement.
5. Contingency amounts are non-allowable expenses and that line item has been removed from the budget.
6. Subrecipient must obtain plans and specifications from a licensed engineer for any needed structural upgrades to the bulkhead.

RIDER D

SPECIFICATIONS OF WORK TO BE PERFORMED and COMPLIANCE INFORMATION

In addition to what is noted on the cover page of this contract, the Maine Historic Preservation Commission is also hereby referred to as the "Commission" or the "Grantee" and the Provider is also hereby referred to as the "Recipient" or "Subrecipient". The Commission and the Provider mutually agree as follows:

The Provider has been awarded a U.S. Department of the Interior Historic Preservation Fund (HPF) grant-in-aid in an amount not to exceed the dollar value shown on the cover page of this contract, for the purpose of sub-granting financial support to the Maine Charitable Mechanics Association to replace a failing sidewalk bulkhead in accordance with the scope of work and timetable provided with this contract. These federal funds must be matched by a minimum of \$10,000.00.

This grant award is made pursuant to, and recipients must adhere to the Department of the Interior Standard Terms and Conditions located at <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

ARTICLES

1. Department of the Interior Standard Terms and Conditions 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. DOI terms and regulatory requirements are located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Responsibilities of the Parties

The Recipient agrees to:

- a. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
- b. Perform work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* in the assigned mandatory program areas as defined by the National Historic Preservation Act.
- c. Ensure subrecipients understand they are subject to the requirements of 2 CFR 200.1 "Subaward", 200.101 Applicability, and 200.331 Requirements for pass-through entities.
- d. Record their procurement of qualified consultants and contracts in accordance with 2 CFR 200.317.

3. Cost-Share Requirement

Non-Federal cost-share is required for costs incurred under this Agreement, as identified in the attached project budget.

4. Recipient Cost Share or Match.

Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Commission based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

5. Prior Approval

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. Modification, Remedies For Noncompliance Termination

- a. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by the Commission.
- b. Additional conditions may be imposed by Commission if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.
- c. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

7. Ensuring The Future Is Made In All Of America By All Of America's Workers Per E.O. 14005 (Dated January 25, 2021).

Per Executive Order 14005, entitled "Ensuring the Future is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

8. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Interim progress reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information (<https://www.access-board.gov/guidelines-andstandards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>).

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to <https://section508.gov/create>. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later (<https://www.w3.org/WAI/standards-guidelines/wcag/>), Level AA Success Criteria.

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

9. Lobbying Prohibition.

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.

10. Anti-Deficiency Act.

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

11. Assignment.

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

12. Member of Congress.

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

13. Agency.

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

14. Non-Exclusive Agreement.

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

15. Partial Invalidity.

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

16. No Employment Relationship.

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

17. No Third-Party Rights.

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

18. Rights in Data.

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern **specifically employed or assigned to originate and prepare such material.**

19. Conflict of Interest**a. Applicability.**

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

b. Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
 2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
 3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
- c. Notification.
1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest..
- d. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.
- e. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- f. Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

20. Geospatial Data

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§2801-2811 – Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov.

21. Patents and Inventions

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the governmentwide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

22. General And Special Provisions

- a. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
- i. Administrative Requirements:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - ii. Determination of Allowable Costs:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and

- iii. Audit Requirements:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.
- iv. Code of Federal Regulations/Regulatory Requirements:
 - [2 CFR Part 182 & 1401 "Government-wide Requirements for a Drug-Free Workplace"](#);
 - 2 CFR Part 180 & 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR Part 42, "Government wide Debarment and Suspension (NonProcurement)";
 - [43 CFR 18, "New Restrictions on Lobbying"](#);
 - [2 CFR Part 175, "Trafficking Victims Protection Act of 2000"](#);
 - FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;
 - 2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and
 - 2 CFR Part 170, "Reporting Subawards and Executive Compensation".
- b. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d *et seq.*); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 *et seq.*); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- c. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
- d. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
- e. **Captions and Headings:** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

23. Executive Orders and Department of the Interior Secretary Orders

Recipients must comply with all applicable Presidential Executive Orders found at:

<https://www.whitehouse.gov/presidentialactions/>

and all applicable DOI Secretary's Orders found at: <https://www.doi.gov/document-library/secretary-order> that are in effect at the time of award, or that may take effect during the period of performance of the award.

PROGRAM SPECIFIC REQUIREMENTS

1. Retention and Access Requirements for Records.

All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337 and the Historic Preservation Fund Grants Manual.

2. NAGPRA Costs Are Unallowable

Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.

3. Allowable and Eligible Costs.

Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the Commission. The Recipient shall not incur costs or obligate funds

for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:

- a. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA): Administration, Local Government Certification, Development/Covenants, National Register, Planning, Review & Compliance, Survey & Inventory, and Tax Incentives;
- b. Administrative costs necessary to complete and administer the grant requirements;
- c. Rehabilitation of properties;
 - i. Eligible properties include historic districts, buildings, sites, structures and objects listed in the National Register of Historic Places or applicable Tribal Register;
 - ii. All work must meet the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation; and
 - iii. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
- d. Survey and Inventory of historic resources to determine eligibility;
- e. Cost for administering an easement/covenant for the property;
- f. Cost for any required audits or financial requests;
- g. Cost for the production of project signs;
- h. Costs for public notice of grant opportunities;
- i. Costs associated with required training or reporting; and/
- j. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

4. Publicity & Press Releases

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the Historic Preservation Fund (HPF) administered by the National Park Service.

5. Requirement for Project Sign & Public Notification

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of obligating any contracts or subgrants. A copy of the posted release must be submitted to NPS within 30 days of the posting.

HPF funded development projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. The sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a

size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications must contain the following statement:

"[Project Name] is being supported in part by the Historic Preservation Fund administered by the National Park Service, Department of the Interior and the Maine Historic Preservation Commission."

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

6. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant supported activities as referenced in the Statement of Work.

All deliverables must contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number P25AF00996 and Maine Historic Preservation Commission, project ME-25-10012. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

- a. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.
- b. All digital copies must follow the file naming convention:

SHPO_2025_ME_City of Portland_P25AF00996_description of file

Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.

- c. All consultants hired by the grantee must be informed of this requirement.
- d. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

7. Consultants & Contractors

The Provider must submit documentation of responses to its competitive selection process, along with its justification and resume(s) for which consultant(s) selected for grant-assisted work, to the Commission for approval. The consultant(s) must have requisite experience and training in historic preservation to oversee any construction work to be performed and to manage this complex project. All consultants must be competitively selected and documentation of this selection must be maintained by the Provider and be made readily available for examination by the Commission. **Maximum hourly rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary.** Current salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>. For calendar year 2024 this amount is \$110.71 in York, Cumberland, Sagadahoc and Androscoggin Counties, and \$107.80 in the remaining Maine counties.

8. Requirement for NEPA Compliance

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant-supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology.

9. Compliance with Section 106

Pursuant to Section 106 of the National Historic Preservation Act (54 USC 306108), the NPS, the Subrecipient, and the Commission must complete the consultation process stipulated in the regulations issued by the Advisory Council on Historic Preservation (ACHP) in 36 CFR 800 **prior** to the commencement of all grant assisted construction or ground disturbance on the property.

10. Compliance with Section 110

Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 USC 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 USC 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

11. NPS Review of Planning/Design Documents for National Historic Landmarks

The grantee must submit the following:

- a. a site plan that has the north direction clearly marked;
- b. a city/county map with the site of the property clearly labeled;
- c. set of plans and specifications for the project;
- d. digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
- e. digital images of all interior major rooms and those involved in the project, labeled and keyed to a floor plan;
- f. for NHL Districts include overall views of the district from the project area; and
- g. any additional information that will better enable a technical review of the project to be completed.

The grantee must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, **prior** to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

Plans & specifications for the project must be marked on the cover with this statement:

The {name of property} is designated a National Historic Landmark for its architectural and historic significance. It is considered to have irreplaceable cultural, material, and aesthetic value. The work is funded in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. The funding of which is subject to having all work items meet The Secretary of the Interior's Standards for the Treatment of Historic Properties.

Not Applicable

12. GIS Spatial Data Transfer Standards

All GIS data collected with HPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage: https://www.nps.gov/crgis/crgis_standards.htm

Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds, as applicable.

13. Commission Review of Planning/Design Documents for Conformance to the Secretary of the Interior's Standards. If plans or specifications have changed from those submitted with the Subrecipients' application for an CLG/HPF grant, the Subrecipient must submit revised construction documents to the Grantee for its review and approval to ensure conformance with the Secretary of the Interior's *Standards for Historic Preservation and Archeology*, and with the conditions listed in this Grant Agreement, prior to the beginning of grant-assisted repair work on the property. Work that does not comply with these *Standards* in the judgment of the Commission will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

14. Equipment Purchases

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a perunit acquisition cost which equals or exceeds the lesser of the capitalization level established by the nonfederal entity for financial statement purposes, or \$5,000.

15. Limitations on Administrative and Indirect Costs. Administrative costs charged to the subgrant may not exceed 25 percent of the total grant award. This limitation applies to the sum of the direct costs of administration and any indirect costs charged by the Subrecipients pursuant to a current Federally approved indirect cost rate.

Administrative costs are those costs defined in the HPF Grants Manual, Chapter 6, Section F.1, and in Chapter 7, Exhibit 7-B.Retention and Access Requirements for Records. All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337 and the Historic Preservation Fund Grants Manual.

16. Catalog of Federal Domestic Assistance/Assistance listing Inclusion in Single Audit

Non-Federal entities receiving financial assistance through the Historic Preservation fund must include the appropriate Catalog of Federal Domestic Assistance (CFDA) number in the Schedule of Expenditures of Federal Award in their Single-Audit. The DFDA number applicable to this award is 15.904 – Historic Preservation Fund Grants-in-Aid.

17. Notice of Financial Management Review

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the grantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.

18. Unanticipated Discovery Protocols

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

19. Demonstration of Effort – Performance Goals

In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the grantee on project work supported by all HPF funded grants. Demonstration of effort means acceptable performance by undertaking meaningful progress on grant supported activities and complying with award terms and conditions.

Demonstration of effort will be recorded on Interim Reporting forms as per the schedule in this contract.

20. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

HPF funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

- 21. Nonfederal Matching Share.** At least \$ 4,778.00 in eligible nonfederal matching contributions that are allowable and properly documented in accordance with 43 CFR 12.64 must be used by the Subrecipients during the grant period to share the costs for this grant. Failure to use the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the de-obligation of remaining unexpended funds.

22. Easement/Covenant Requirement for development projects

As per Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation Fund grantees to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior.

Accordingly, the Maine Charitable Mechanics Association, as owner of the Mechanics Hall must execute a Stewardship Agreement with the Commission. The term of the Agreement must run for 5 years from the end date of the last executed Stewardship or Preservation Agreement.

All preservation easements must be executed by registering it with the deed of the property. Baseline documentation of the character defining features of the site must be documented prior to construction through photographs. The preservation easement must document the grant assisted condition of the site and the historic character defining features as part of the document registered with the deed.

Registering the easement in the Cumberland County Registry of Deeds is not required for a Stewardship Agreement.

23. Copyright

Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so, any materials produced under this grant. All photos included as part of the interim & final reporting and deliverables/publication will be considered released to the NPS for future official use. Photographer, date, and caption should be identified on each photo, so NPS may provide proper credit for use.

A digital copy of all deliverables must be available for public access. Sensitive information may be redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

24. Compliance with the Americans with Disabilities Act and the Architectural Barriers Act

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

25. Additional Department Requirements

- a. Provide the Commission with copies of all contracts entered into in connection with the project.
- b. Include this contract between the City of Biddeford and the State of Maine in any subcontracts issued.
- c. Ensure that no member, officer, or employee of the Maine Historic Preservation Commission, including Commission members and staff, will benefit financially from the project, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity.

RIDER E

Attachments

Publications/Deliverables Submission Guidelines

A. What do I need to submit?

Provide one digital copy of each deliverable/publication. Deliverables/publications include, but are not limited to: grant project reports; books, pamphlets and magazines; video/audio files; event documentation, including programs and photos, websites, mobile apps, exhibits, and interpretive signs.

For development (construction) grants only:

- **Submit photos of all work completed under the grant, including at least three views of the overall structure and all elements of the scope of work.** Refer to "Documenting Historic Places on Film" for more information on photographing a variety of historic environments and buildings: nps.gov/nr/publications/bulletins/photobul/pt3.htm.
- **Ensure that a fully executed, recorded copy of the preservation easement/covenant has been sent to the Commission.**

Include the following disclaimer and acknowledgement with all deliverables/publications: "This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Maine Historic Preservation Commission. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

B. How should I save submissions?

Name each file as follows:

SHPO_2025_ME_City of Portland_P25AF00996_[Description]

- For "Description," create a short (less than 50 characters) and unique description that would help someone to easily and quickly identify the file.
- Do not use spaces or special characters (#, %, &, ?) in filenames. If files are part of a series, append the number 001, 002, 003, etc. to the end of the description.

Required file formats and resolution:

- Reports and publications: PDFs at 300 pixels per inch, at 100 percent of the size of the original document. When possible, convert original publication files to PDF (for example, from Word or InDesign files). Otherwise, use high-quality scans of printed materials.
- Photos: JPEGs or TIFFs at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
- Videos: MP4 files at a resolution of 1280 by 720 pixels. Include a transcript of each video in a Word document.
- Audio files: uncompressed WAV files. Include a transcript of each file in a Word document.
- For more information about other types of deliverables or publications, consult the National Archives' transfer guidance tables (<https://www.archives.gov/records-mgmt/policy/transfer-guidance-tables.html>). Submit all files in formats that either "preferred" or "accepted" by the National Archives.

How do I submit submissions?

Contact the Commission's grant coordinator to discuss options for submitting the digital files

What information should be included with my submissions?

Include an index for all deliverables/publications as a Word document. Include the following information for each deliverable/publication:

- Grant Number)
- Subgrant #
- Title of Product

- Filename
- Creator (give full names and their roles in creating the product/deliverable)
- Date Completed
- Extent (pages, length, number of slides; use when applicable)
- Description (up to 200 words)

Save the index file as a Microsoft Word document using the following naming convention:

SHPO_2025_ME_City of Portland_P25AF00996_Index.docx

RIDER F: BUDGET AND DETAILED PAYMENT INSTRUCTIONS

Budget

Understand that the budget items and figures above will be adhered to, unless the Commission provides prior written approval of amendments. Note: costs in budget are for two (2) staff members.

PROJECT BUDGET

A Service/Action/Item	B By Whom	C Hours or quantity	D Cost per	Total Cost (C X D)	Notes
Exterior vertical enclosures (bulkhead)	Contractor	1	\$2,900	\$2,900	
Demolition	Contractor	1	\$5,800	\$5,800	
Site preparation	Contractor	1	\$750	\$750	
General requirements	Contractor	1	\$3,000	\$3,000	
Design development	Contractor	1	\$623	\$623	
Permit	Contractor	1	\$1245	\$1245	
Subguard	Contractor	1	\$161	\$161	
General conditions	Contractor	1	\$6400	\$6400	
Insurance	Contractor	1	\$767	\$767	
Fee	Contractor	1	\$567	\$567	
TOTAL				\$22,213	

PROJECT FUNDING

Service/Action/Item	Donor	Source	Kind	Amount	Notes
Bulkhead construction		HPF	grant	\$13,257	
Bulkhead construction	Mechanics Hall	Capital expenditures	cash	\$8,956	
Total				\$22,213	

MATCH SUMMARY

Total in-kind: \$
 Total Donation \$
 Total Cash \$8,956.00
 Other (Overmatch) \$
 Total Match \$8,956.00

GRANT SUMMARY

Total Grant Request: \$13,257.00

Detailed Payment Instructions

The Department will pay the Provider as follows:

On a reimbursement basis up to the contract amount with documentation of allowable expenditures made and sufficient Provider match amount per reimbursement request. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

Required documentation for Reimbursement Requests

1. Invoice on Letterhead, containing the following information:
 - a. amount of reimbursement requested;
 - b. the project cost for this request;
 - c. the amount of match expended for this request; and
 - d. the contract number.
2. All expenses, including matching share, must be documented with copies of bills and photocopies of both sides of canceled checks.
3. Time sheets signed by the employee or volunteer and supervisor are required for volunteer and in-kind services, showing the Commission pre-approved rate and total dollar value of the donated or in-kind time.
4. The dollar value of donated equipment and donated space must also be documented for approval as match.
5. All project products must be received and approved by the Commission prior to final reimbursement. For development projects a final project report is required in addition to any technical report which may be a grant product before final reimbursement.
6. See Sample Reimbursement Request Letter, below.

YOUR LETTER HEAD

INVOICE # _____

Date _____

RE: Contract # _____

Dear Mr. Mohny:

On behalf of the _____, I am requesting a (partial) (full) reimbursement of \$ _____ for expenses incurred between _____ and _____, 202_ in conjunction with the CLG funded project _____.

Project expenses are documented on the following enclosed items:

Signed Value of Donated Labor Forms for _____

Signed Timesheet/paystub/journal for _____

Invoice(s) from _____

Cancelled check # _____ to _____ (copied front and back)

Documentation in the form of _____ for in-kind contributions of materials//venues/equipment.

The total cost reflected in this request is \$_____, of which \$_____ is match and \$_____ is requested as reimbursement.

RIDER G: IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

☐ **United States. Please identify state: Enter State**

☐ **Other. Please identify country: Enter Country**

Notification of Changes to the Information:

The Provider agrees to notify the Office of State Procurement Services of any changes to the information provided above.

BUSINESS ASSOCIATE AGREEMENT**(Included at Department's Discretion)**

Enter Business Associate Agreement (BAA) here, if applicable. If not applicable, delete this page or enter "N/A" **and** make sure BAA is not checked in the Table of Riders section.



Board President

William (Bill) Stauffer

Board of Directors

Suzette Bois

Tom Haushalter

Brian J Evans

Hilary Bassett

Darcy Brennan Poor

Taffy Field

Pamela Hawkes

Kristopher Kleva

Trevor Laverriere

Chandra Leister

Caite McNeil

John Napolitano

C. J. Oppenhauser

Leah Rachin

Richard Spencer

Paul Stevens

Annie Leahy

Executive Director

Brooke Baerman

Development Manager

Nicole Hill

**Administrative &
Operations Manager**

Katie Page

**Community
Engagement &
Program Manager**

January 13, 2026

Dear Portland City Council,

On behalf of Mechanics' Hall, thank you for the opportunity to share additional context regarding the Certified Local Government (CLG) grant award proposed in partnership with the City of Portland. We appreciate the City's role in stewarding these funds and welcome the opportunity to clarify the public purpose, eligibility, and oversight structure of this request.

About Mechanics' Hall:

The Maine Charitable Mechanic Association, DBA Mechanics' Hall, is a nonprofit organization with 501(c)3 status. Our EIN is 01-0248533. We are a member-supported historic cultural hub and library that brings together big ideas, bold creativity, and vibrant community. We connect exceptional thinkers and artists - spanning writers, performers, and curious minds of all ages - to enrich intellectual life, celebrate the arts, and spark meaningful connection.

We are the owner and steward of the historic building at 519 Congress Street in Portland, Maine. Individually listed on the National Register of Historic Places as a property of national significance, Mechanics' Hall has served the City of Portland continuously since the nineteenth century as a place for civic life, arts, education, and public gathering. Today, the organization operates the building as a community-centered cultural venue, offering public programs, affordable access for local artists and nonprofits, and free or low-cost events that advance historic preservation, accessibility, and civic engagement.

As a nonprofit historic property owner, Mechanics' Hall regularly partners with public agencies to preserve this irreplaceable civic asset for public use, while maintaining full responsibility for operations, fundraising, and capital maintenance. The Hall hosts over 150 arts, cultural, and literary events per year and welcomes over 12,000 visitors annually.

The CLG-Funded Project:

The proposed project addresses an urgent safety and preservation need: the replacement of a failing sidewalk bulkhead on Casco Street that currently poses a public safety hazard and allows water infiltration into the building's basement, threatening the historic granite foundation.

The project includes removal and replacement of the deteriorated bulkhead door and corroded steel frame, installation of appropriate structural support that was never originally present, and measures to prevent further water intrusion. This work is consistent with the Secretary of the Interior's Standards for the Treatment of Historic

BE JUST AND FEAR NOT

Mechanics' Hall

519 Congress Street

Portland, ME 04101 | 207 773-8396

Page 190



Properties and is limited in scope to essential stabilization and preservation.

In addition to addressing immediate safety concerns in the public right-of-way, this project protects the long-term viability of the historic building and preserves critical basement access needed for future infrastructure upgrades, including planned accessibility improvements.

The CLG Grant in partnership with the City of Portland will ensure that federal preservation dollars flow to a project that directly enhances public safety, protects a landmark historic resource, and advances the City's preservation goals—without transferring ownership, control, or long-term financial responsibility to the City.

Public Benefit and Stewardship:

The public benefit of this project is immediate and tangible: a safer sidewalk condition on Casco Street, protection of a nationally significant historic structure, and continued public access to a building that serves thousands of Portland residents and visitors each year. Mechanics' Hall has a strong track record of completing publicly funded preservation projects on time and within budget and is committed to full compliance with all grant requirements.

We are grateful for the City's partnership and stewardship of the CLG program and respectfully submit this letter to affirm the appropriateness, accountability, and public value of this grant award.

Thank you for your consideration and continued support of historic preservation in Portland.

Respectfully submitted,

Annie Leahy
Executive Director
Mechanics' Hall

HISTORIC PRESERVATION GRANT APPLICATION



Tate House, Portland, Maine. Photograph by Holly K. Hurd

2025

**Development, PRE-DEVELOPMENT, Education, Planning,
Survey, National Register Listing and Archaeology
Projects**

Maine Historic Preservation Commission
55 Capitol Street, 65 State House Station
Augusta, Maine 04333-0065
207-287-2132
www.maine.gov/mhpc/grant

APPLICATIONS DUE OCTOBER 3, 2025

This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number P25AF00996. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior.

HISTORIC PRESERVATION Grant Application

DEVELOPMENT, PRE-DEVELOPMENT, EDUCATION, PLANNING, SURVEY,
NATIONAL REGISTER LISTING AND ARCHAEOLOGY PROJECTS

IMPORTANT APPLICATION INSTRUCTIONS

Applications will be submitted electronically via Dropbox. To submit the application, send an email to Christi.chapman-mitchell@maine.gov with the subject line "Grant Application Submission". You will then receive an email with detailed instructions for uploading the complete application into a Dropbox folder.

A COMPLETE APPLICATION CONTAINS EACH OF THE FOLLOWING:

- A. **Application Form, signed and notarized.** Submit as a .docx or .pdf file.
- B. **Assurance and Screening Forms**
 - 1. **Survey (Architectural or Archaeological), Planning, Public Education or National Register projects:** Complete Standard Form 424B (Rev. 7-97), Assurances – Non-Construction Programs. This form must be signed and dated and saved as a PDF.
 - 2. **Development, Pre-development, and Archaeological Stabilization projects**
 - a. Complete Standard Form 424D (Rev.7-97), Assurances – Construction Programs. This form must be signed and dated and saved as a PDF.
 - b. Environmental Screening Worksheet (NEPA). Complete as fully as possible. This form must be signed and dated and saved as a PDF.
- C. **Supplementary documentation, submitted as PDFs**
 - 1. Estimates from contractors, consultants.
 - 2. Resumes for volunteer labor.
 - 3. Resumes for contracted labor (if known).
 - 4. Maps showing location of the project. The maps need to at a scale that the property can be located in person.
 - 5. Copies of completed pre-development plans and specifications, assessments, stabilization plans or historic structure reports if appropriate.
- D. **Photographs of the historic property or proposed project area, submitted as individual .jpgs** (do not insert into a document). Provide an overview of the property and details of specific features, issues or problems.
- E. **Signed and Completed Application Checklist, submitted as a PDF**

The Complete application must be uploaded to Dropbox by 5:00 p.m., October 3, 2025
Optional draft applications are due September 19, 2025.

APPLICATION FORM

Historic Preservation Grants

**REFER TO THE HISTORIC PRESERVATION FUND GRANT MANUAL
WHEN COMPLETING THIS APPLICATION.**

IF COMPLETING THIS FORM IN MICROSOFT WORD TYPE ANSWERS IN THE GRAY BOXES.

I. APPLICANT OVERVIEW

Project Name: **Mechanics' Hall Bulkhead Replacement**

Location: **Mechanic's Hall**

519 Congress Street, Portland, Maine 04101

Applicant Organization:

Contact Person: **Evan Schueckler, City of Portland, Planning & Urban Development**

Mailing Address: **389 Congress Street, 4th Floor, Portland, Maine 04101**

Telephone Number: **207-874-8726** E-mail Address: **evans@portlandmaine.gov**

Owner Information: **Annie Leahy, Mechanics' Hall**

Mailing Address: **519 Congress Street, Portland, Maine 04101**

Telephone Number: **207-810-7083** E-mail Address: **annieleahy@mainemechanics.org**

II. GRANT TYPE

This application can be used only for Certified Local Government (CLG) Grants. Applicants for CLG grants are limited to the towns of Biddeford, Saco, York, Kennebunk, Portland, Topsham, Lewiston, Gardiner, Augusta, Bangor and Castine.

Please check one box.

☐ **HPF Grant**

☒ **CLG Grant (limited to CLG communities only)**

APPLICATION FORM

Historic Preservation Grants

III. PROJECT TYPE (ctrl-click for glossary definitions)

- ☐ Architectural Survey
☐ Archaeological Survey
☐ Archaeological Stabilization or Testing
☐ Administrative Support
☒ Development Have plans and specifications been prepared? ☒ No ☐ Yes

Please list the name, date and author of all associated pre-development work completed in advance of this project and submit copies with this application.

Mechanic's Hall Bulkhead Replacement, Existing Conditions – Pamela Hawkes

- ☐ National Register Nomination Submit copy of determination of eligibility letter if available
☐ Planning
☐ Pre-development
 (choose one of the following)
 ☐ Building Condition Assessment
 ☐ Historic Structure Report
☐ Plans/Specifications/Bid Docs
 ☐ Archaeological Stabilization Plans
☐ Public Education

IV. FUNDING REQUEST. The minimum grant request is normally \$10,000 and the maximum request is normally \$30,000.

Grant Amount Requested (75% maximum)	\$13,357	
Match Amount (25% minimum)	\$10,000	Match Source: Mechanic's Hall Capital Expend.
Total Project Cost (100%)	\$23,257	

ATTACH ALL ESTIMATES USED TO CALCULATE PROJECT COST.

V. PROJECT DETAILS

- 1) Project Summary:

Historic Preservation Grant Application

Provide a project **summary statement** that describes this project. Example: "The 1860 Smith House, owned by the George Historical Society and located in Smith, Maine is requesting support to: repair a roof, insulate the entry and upgrade wall insulation." **(60 words maximum)**.

Mechanics' Hall seeks support to replace a failing sidewalk bulkhead on Casco Street, which poses a public safety hazard and allows water to leak into the basement, threatening the historic foundation. The corroded steel frame and deformed door require full replacement with proper structural support to prevent further damage and maintain critical basement access for future infrastructure repairs.

- 2) Is the subject property listed in the National Register of Historic Places? ☒ Yes ☐ No
- 3) Is this a continuing project that the Commission has previously funded? ☐ Yes ☒ No

Is this a multi-phased project? If so, please describe where the grant funded work fits into the overall project and timeline. **No.**

4) Subject of the Project:

A. Describe the subject of the project? (i.e "historic neighborhood" or "historical museum" or "archaeological site").

Mechanics' Hall is individually listed as nationally significant on the National Register of Historic Places. The property is also locally listed as a Landmark within the National Register Certified Congress Street Historic District.

B. Does the project reflect the funding priorities in Chapter 2 of the Grant Manual? Be specific and cite the applicable priority and explain how the project reflects the funding priority.

Yes, this project involves the replacement of a deteriorated sidewalk bulkhead at Mechanics' Hall, a historic property, due to advanced corrosion and structural failure of the steel frame. The failing bulkhead presents a public safety hazard and is allowing water infiltration into the basement, which threatens the integrity of the historic foundation.

The proposed work includes:

- Removal and replacement of the bulkhead door and corroded frame
- Installation of structural support to address the previously unsupported edge of the door
- Water intrusion prevention to protect the historic masonry and basement space

These activities are consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, as they aim to preserve and protect original historic materials (e.g., foundation masonry) and ensure continued use of the building's historic features, such as the basement access, which is crucial for future infrastructure upgrades (elevator, steam heat system access, etc.).

This project directly aligns with Development/PreDevelopment funding priority A: Provide funding for development and pre-development projects throughout the state. This project will address urgent structural repairs and water management to protect the long-term preservation of a significant historic building.

C. For Survey projects only: estimate number of acres to be surveyed. **N/A**

D. For Development projects only: Is there going to be any ground disturbance that will require archaeological testing? **No.** Have plans and specifications or site plans been completed for the project? **No.** Have they been

reviewed by MHPC staff to determine if they meet the Secretary of the Interior's Standards for the Treatment of Historic Properties? **N/A**

E. For Archaeological Survey and Testing projects only: What are the research goals? **N/A** Utilizing limited testing, how is the project designed to collect sufficient information to identify a resource and to assess its eligibility for listing in the National Register of Historic Places?

N/A

F. For Archaeological Projects (Development or Stabilization) only: Provide a research design that includes an explicit statement of the problem to be addressed, a summary of previous research, and outline how this project fits into prior or ongoing historical or structural documentation or other treatments. Refer to Appendix H in the Grant Manual for additional guidance.

N/A

5) Methodology:

A. What is the project methodology. Describe the "how", the "why", the "when" and the "by whom" of the project. Be specific in terms of the timeline and sequence of activities to be undertaken. For archaeological projects, describe the amount and kinds of information required to address the documentation objectives and the methods to be used to find the information. Be specific regarding proposed field methods.

How: The project will begin with the installation of temporary timber framing from the underside of the existing bulkhead door to immediately address the public safety concern caused by the deformed and unstable sidewalk access. This short-term support will prevent pedestrian tripping hazards while the permanent solution is implemented. A new sidewalk bulkhead door and support frame will be sourced and installed.

As part of the permanent fix, a 3" x 3" steel angle will be expansion-bolted into the existing granite cap block along the building edge to provide critical structural support that was never originally installed. The new steel support frame will be set onto the granite perimeter where the current door frame sits, ensuring proper load transfer and durability.

Why: The sidewalk bulkhead door is in advanced deterioration due to a lack of structural support on the building-facing edge. This has led to deformation and corrosion over time, posing a public safety risk and allowing water to leak into the basement, threatening the historic foundation of Mechanics' Hall. Additionally, this entrance is a key access point for planned future infrastructure upgrades, including an elevator and steam heating system maintenance. The project is essential for the preservation of the historic building and continued functionality of its basement.

When: The entire project is anticipated to be completed within 6 months, with actual construction estimated between 6–8 weeks from the start date, depending on lead time for materials.

- Weeks 1–2: Install temporary timber framing under the bulkhead door to prevent accidents.
- Weeks 2–4: Design development details/finalize selection or fabrication of a replacement bulkhead door and frame.
- Weeks 5–6: Install the new bulkhead door and steel frame, including bolting the steel angle to the granite cap block.
- Week 7: Complete site cleanup and perform any minor masonry or weatherproofing adjustments needed following installation.

By Whom: The project will be managed by Mechanics' Hall staff & our Restoration & Preservation Committee with the structural work carried out by qualified preservation contractors Turner Construction (our

CM) who are experienced in working with historic masonry and structural steel. Engineering oversight or consultation may be involved to confirm structural load distribution, particularly regarding attachment to the granite foundation. Local sourcing for the new bulkhead door is being pursued, with installation led by the chosen contractor who will provide 3 vendor quotes.

B. Are any architects, consultants, contractors, archaeologists or tradespeople already under contract for this project? If so, were they competitively selected as part of a bidding or request for proposal process?

No. While we do not currently have any consultants or contractors under contract specifically for this project, we did request an estimate from Turner Construction. Turner was selected as the Construction Manager (CM) for a separate, larger restoration and preservation project at Mechanics' Hall through a competitive, invitation-only RFP process that included five applicants.

C. Which of the Secretary of the Interior's Standards for the Treatment of Historic Properties apply to this project? (Choose all that apply; click on the highlighted text to view the standards.)

- | | |
|--|---|
| ☐ Standards for Restoration | ☐ Standards for Identification (survey projects) |
| ☒ Standards for Preservation | ☐ Standards for Preservation Planning |
| ☐ Standards for Archaeology Documentation | |

6) Products and Deliverables

Describe what the project will accomplish. Be specific and provide details. What will be the product of the project? (i.e "preservation plan" or "repaired siding" or "archaeological survey report"). Will the products be publicly available or visible?

This project will result in the replacement of a failing sidewalk bulkhead door and corroded steel frame at the historic Mechanics' Hall on Casco Street. The work will also include the installation of new structural support (a 3" x 3" steel angle bolted to the granite cap block) to ensure the long-term stability and safety of the new bulkhead system.

Specifically, the project will accomplish the following:

- Eliminate a public safety hazard caused by the deformed and unstable bulkhead door
- Prevent water infiltration into the basement that threatens the building's historic granite foundation
- Restore critical basement access for future infrastructure work, including a planned elevator installation and steam heating system upgrades
- Preserve the integrity and functionality of a contributing feature of the historic building

Final Product:

- New structurally supported sidewalk bulkhead door system

Public Availability/Visibility:

Yes, the product will be publicly visible from Casco Street, as the sidewalk bulkhead is part of the building's streetscape. The completed work will improve public safety and contribute to the visual and structural integrity of this important historic property. While there is no standalone preservation report or document being produced, the physical result of the project—a safe, restored, and weather-resistant bulkhead—will be clearly evident and serve the public interest in the long-term preservation of Mechanics' Hall.

7) Public Benefit

Describe how the public will benefit from the project funded by this grant.

The public will benefit from improved safety on Casco Street by eliminating a hazardous sidewalk condition, while also supporting the preservation of Mechanics' Hall, a historic community landmark. The

project protects the building's foundation, ensuring its continued use for public events, arts, and cultural programming, and maintains critical access for future upgrades that will improve the building's accessibility.

8) Project Personnel:

Attach resumes and a description of professional expertise relative to the methodology of the project for all professionals known at the time of the application who would be conducting the project. Professionals must meet the minimum qualifications as set forth in Appendix B. Be aware that a competitive process must be used to select consultants/contractors for the project. Also attach resumes for all persons to be valued for match purposes at more than the federal minimum wage.

9) Estimated Project Schedule

Provide an estimated project schedule based on a May 31, 2027 completion date. Include time for contracting, procurement, project work, billing, and report preparation. All tasks, reporting and billing must be completed, including billing and reporting, by this date. No extensions will be given.

- **November/December, 2025: Grant Award**
- **January-February, 2026: City Appropriations Process and Contract Execution**
- **March: Procurement**
- **April-May: Construction (as weather allows)**

We anticipate that the project will be completed well in advance of May 31, 2027.

10) Administration (please provide resumes if available)

a. Name and contact information of the grant administrator. **Annie Leahy: annieleahy@mainemechanics.org**

b. Name and contact information of the project manager. **Annie Leahy: annieleahy@mainemechanics.org**

c. Name and contact information of person in charge of financial management? **Annie Leahy: annieleahy@mainemechanics.org**

d. Please list up to five prior grant projects administered by this organization and address the following questions for each project: 1. Was it completed on schedule? 2. Was it completed within the approved budget? 3. Provide a reference with email or phone number.

1. **Onion Foundation**

- **Completed on time and within budget:**
- **Contact: Nat May/nat@onionfoundation.org**

2. **1772 Foundation**

- **Completed on time and within budget**
- **Contact: Brad Miller/brad@mainepreservation.org**

3. **MHPC/CLG Grant**

- **Completed on time & within budget**
- **Contact: Christy Mitchell (no longer w/MHPC)**

11) Availability of Match:

Do you already have all the required match for this project?

☒ Yes

☐ No

If the answer is "no" what percentage of the match is already in hand?

%

Please describe how any remaining match will be raised.

12) Budget:

Describe what steps you have taken to determine the project budget and ensure its accuracy. See Chapter 8 in the Grant Manual for more information.

Our Preservation & Restoration committee conducted a site inspection to assess the condition of the existing bulkhead and consulted with contractors experienced in historic preservation. Preliminary cost estimates were based on similar past projects, material pricing, and labor rates. We also factored in contingencies to ensure the budget is realistic and sufficient to complete the work to preservation standards.

APPLICATION FORM

Historic Preservation Grants

V. BUDGET AND FUNDING

Estimated Project Budget:

Grant Request: **\$13,257** Total Project Cost: **\$23,257**

In the table below provide an estimated budget for the project. The budget should include each major work element for the entire project or project phase. Item elements may include personnel, supplies, equipment, travel, printing, administration, support services, donated labor, indirect costs (if applicable), etc. Use separate lines for materials and labor. If the budget includes "contractual services," indicate what the contract will be for in the notes. The estimated budget must be detailed. Each individual involved must be listed by name and function, with hourly rate and total salary. Indicate if the service/action/item is based on an estimate. Add additional rows as necessary. See sample budget in grant manual.

A Service/Action/Item	B By Whom	C Hours or quantity	D Cost per	E Total Cost (C X D)	Notes
Exterior Vertical Enclosures (Bulkhead)	Contractor			\$2900	From Estimate
Demolition	Contractor			\$5800	From Estimate
Site Preparation	Contractor			\$750	From Estimate
General Requirments	Contractor			\$3000	From Estimate
Design Development (5%)	Contractor			\$623	From Estimate
Permit	Contractor			\$1245	From Estimate
Subguard	Contractor			\$161	From Estimate
General Conditions	Contractor			\$6400	From Estimate
Construction Contingency	Contractor			\$1044	From Estimate
Insurance	Contractor			\$767	From Estimate
Fee	Contractor			\$567	From Estimate
TOTAL				\$23,257	

APPLICATION FORM

Historic Preservation Grants

PROJECT FUNDING

In the table below indicate how the project will be paid for, including both non-federal match, the requested grant funds, and any additional funding. Match must be on a 75/25 basis to the grant request: if the project is estimated at \$20,000 then the grant request would be \$15,000.00 and the match would be at least \$5,000.00. Attach resumes for all persons to be valued for match purposes at more than the federal minimum wage. See sample project funding matrix in grant manual.

A. Service/Action/Item: copy this from the project budget. Items can be combined as needed.

B. Donor: list the names of funding sources for each budget item. For example: "Kennebec University".

b. Source: indicate where the funds are coming from (.e.g., "private donation", "capital funds"). The Commission will review source to ensure that it is eligible for non-federal match.

c. Kind: indicate the kind of funding. Choose from the following: grant, cash, cash match, in-kind, in-kind match, or indirect costs match. Please note that each kind of funding requires a separate breakout.

Service/Action/Item	Donor	Source	Kind (cash match, in-kind match, volunteer match, grant)	Amount	Notes
Bulkhead Construction	MHPC	CLG Grant	Grant	\$13,257	City of Portland will reimburse Mechanics' Hall and then seek reimbursement from MHPC
Bulkhead Construction	Mechanics' Hall	Capital Expenditures	Cash	\$10,000	
TOTAL				\$23,257	

MATCH SUMMARY

In-kind match \$
 Cash match **\$10,000**
 Other match \$
 Total Match **\$10,000**

OTHER FUNDING SOURCES

(List names and amounts)

Mechanics' Hall Capital Expenditures

Total Other Sources \$

APPLICATION FORM

Historic Preservation Grants

VI. CERTIFICATION

In making this application for Federal assistance under the provisions of the National Historic Preservation Act of 1966, I hereby acknowledge my familiarity with the requirements listed in the Maine Historic Preservation Commission *Grants Manual*. I agree that should I receive the Federal assistance herein requested, I will carry out the project according to Federal and State requirements. I certify that I am authorized to submit this application.

 10/3/2025
Signature Date

Danielle West, City Manager, City of Portland, Maine
Name & Title (Typed or Printed)
Applicant Organization

In Witness Whereof

 10/3/25
Notary Public Date

CUMBERLAND COUNTY
County
WILLIAM PROUT
Notary Public, State of Maine
My Commission Expires 7/15/2027

Reminder: The signed federal Assurances – Non-construction 424B and Construction Programs 424-D forms must accompany this application when it is e-mailed to the Commission.

CERTIFICATION (if principal personnel are not yet selected [i.e., consultants]):

This is to certify that the applicant understands that, if funded, this project will be directed by personnel meeting the minimum professional credentials for the relevant disciplines stipulated in 36 CFR Part 61.

 10/3/25
Signature Date

APPLICATION CHECKLIST

Historic Preservation Grants

APPLICANT MUST INITIAL EACH BULLET POINT TO ACKNOWLEDGE THAT THEY HAVE READ THESE INSTRUCTIONS OR REMINDERS. RETURN THIS PAGE WITH THE APPLICATION.

1. Project expenses incurred before the execution of a contract between the Applicant and the State are not reimbursable and cannot be used for match. ERS (initials)
2. Consultants or contractors cannot be hired before the grant has been awarded. Once the grant has been awarded by the Commission, the procurement of services form must be filled out for any consultant or contractor. This form requires that three consultants or contractors are invited to submit proposals for a project. If only one party responds, the Applicant must show that they contacted at least two other parties. ERS (initials)
3. All project expenses must be thoroughly accounted for in the application. For example, you must break down the cost estimate into pay per hour for each party involved and outline exactly what tasks they will be doing. If estimates are available from contractors, include copies with the application. Please include administrative time in the grant application. ERS (initials)
4. Check the math. The 1/1 federal/local match must be correct on the applications. For a \$20,000 project, a request for \$15,000 federal share requires a minimum of \$5,000 in local match. ERS (initials)
5. Regarding local match, CDBG funds are the only federal funds which may be used in combination with HPF funds. ERS (initials)
6. Has the applicant signed all signature lines on the grant applications? ERS (initials)
7. The applicant must designate one person to be the point of contact with our office. We require that grant products be sent directly to us from the local point of contact, not from the consultants who prepared them. ERS (initials)
8. If applicable, has the town's historic preservation commission been consulted regarding this grant application?
Yes ☐ No ☒ ERS (initials)
9. Publicity. There is a special paragraph which MUST be used in all authorized publications and other forms of publicity connected with projects that receive federal grants. The paragraph begins: "This publication has been financed in part with Federal funds from the National Park Service...." ERS (initials)
10. Grant Orientation Meeting. For certain grant projects, our office may require a meeting to confirm the budget and the timetable for completion, and discuss procurement requirements and reimbursement procedures. ERS (initials)

ASSURANCES – CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capabilities (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) which, prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a and 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of

wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuming compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1966 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION City of Portland, Maine	DATE SUBMITTED 10/3/2025

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ASSURANCES – NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capabilities (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

11. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
15. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
16. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-554, as amended, 7 U.S.C. §§2132 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
17. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1966 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION City of Portland, Maine	DATE SUBMITTED 10/3/2025

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The National Park Service's
State, Tribal, and Local Plans & Grants
Environmental Screening Worksheet

FOR DEVELOPMENT, PRE-DEVELOPMENT AND ARCHAEOLOGY PROJECTS ONLY

This worksheet should be completed as fully as possible and returned to the Maine Historic Preservation Commission. It will then be signed by the SHPO office funding the project work and forwarded to the National Park Service for final review. The Categorical Exclusion Form (if applicable) will be reviewed and signed by the National Park Service.

A. PROJECT INFORMATION

Project Name: Mechanics' Hall Bulkhead Replacement

Project Address: 519 Congress Street, Portland, Maine 04101

Project Originator/Coordinator: City of Portland, Maine

Subgrantee/Owner: Mechancis' Hall

National Register Status: Listed – Individually, National Significance

B. PROJECT DESCRIPTION/LOCATION

Describe the project **Replace a failing sidewalk bulkhead on Casco Street, which poses a public safety hazard and allows water to leak into the basement, threatening the historic foundation. The corroded steel frame and deformed door require full replacement with proper structural support to prevent further damage and maintain critical basement access for future infrastructure repairs**

C. AREA OF POTENTIAL EFFECTS

Define your Area of Potential Effects. These are the geographic or spatial limits of the project impacts, including staging areas and adjacent properties that might be affected by a change in viewshed or project noise or vibration, for example: **Work will be limited to the area of the deteriorated bulkhead. No change in appearance is anticipated after project completion.**

D. RESOURCE EFFECTS TO CONSIDER

Consider the context, duration and intensity of effects on resources.

Are any measurable impacts possible on the following physical, natural or cultural resources?

Yes? No? Data Needed to Determine?

- | | | | |
|--|------------------------------|--|--------------------------------------|
| 1. Geological resources – soils, bedrock, streambeds, etc. | ☐ Yes | ☒ No | ☐ Data Needed |
| 2. Air quality | ☐ Yes | ☒ No | ☐ Data Needed |
| 3. Soundscapes | ☐ Yes | ☒ No | ☐ Data Needed |
| 4. Water quality or quantity | ☐ Yes | ☒ No | ☐ Data Needed |
| 5. Streamflow characteristics | ☐ Yes | ☒ No | ☐ Data Needed |

6. Marine or estuarine resources	☐ Yes	☒ No	☐ Data Needed
7. Floodplains or wetlands	☐ Yes	☒ No	☐ Data Needed
8. Land use, including occupancy, income, type of use	☐ Yes	☒ No	☐ Data Needed
9. Rare or unusual vegetation, old growth timber, riparian	☐ Yes	☒ No	☐ Data Needed
10. Species of special concern (plant/animal/state or Federal listed or proposed for listing) or habitat	☐ Yes	☒ No	☐ Data Needed
11. Unique ecosystems, biosphere reserves, World Heritage	☐ Yes	☒ No	☐ Data Needed
12. Unique or important wildlife or wildlife habitat	☐ Yes	☒ No	☐ Data Needed
13. Unique or important fish or fish habitat	☐ Yes	☒ No	☐ Data Needed
14. Introduction/promotion of non-native species	☐ Yes	☒ No	☐ Data Needed
15. Recreation resources, including supply, demand, visitation, activities, etc.	☐ Yes	☒ No	☐ Data Needed
16. Socioeconomics, including employment, occupation, income changes, tax base, infrastructure	☐ Yes	☒ No	☐ Data Needed
17. Minority and low-income populations, ethnography, size, migration patterns, etc.	☐ Yes	☒ No	☐ Data Needed
18. Energy resources	☐ Yes	☒ No	☐ Data Needed
19. Other agency, or tribal, land use plans or policies	☐ Yes	☒ No	☐ Data Needed
20. Resource, including energy, conservation potential	☐ Yes	☒ No	☐ Data Needed

E. MANDATORY CRITERIA: If implemented, would the proposal?

1. Have material adverse effects on public health or safety?	☐ Yes	☒ No	☐ Data Needed
2. Have adverse effects on such unique characteristics as historic or cultural resources; park, recreation, or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands; floodplains; or ecologically significant or critical areas, including those listed on the National Register or Natural Landmarks?	☐ Yes	☒ No	☐ Data Needed
3. Have highly controversial environmental effects?	☐ Yes	☒ No	☐ Data Needed
4. Have highly uncertain and potentially negative environmental effects or involve unique or unknown environmental risks?	☐ Yes	☒ No	☐ Data Needed
5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	☐ Yes	☒ No	☐ Data Needed
6. Be directly related to other actions with individually insignificant, but cumulatively significant, environmental effects?	☐ Yes	☒ No	☐ Data Needed
7. Have adverse effects on properties listed or eligible for listing on the National Register of Historic Places?	☐ Yes	☒ No	☐ Data Needed

8. Have adverse effects on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have adverse effects on designated Critical Habitat for these species? ☐ Yes ☒ No ☐ Data Needed
9. Violate a federal law, or a state, local, or tribal law or requirement imposed for the protection of the environment? ☐ Yes ☒ No ☐ Data Needed
10. Have a disproportionate, significant adverse effect on low income or minority populations (EO 12898)? ☐ Yes ☒ No ☐ Data Needed
11. Limit access to and ceremonial use of Indian sacred sites by Indian religious practitioners or adversely affect the physical integrity of such sacred sites (EO 130007)? ☐ Yes ☒ No ☐ Data Needed
12. Contribute to the introduction, continued existence, or spread of federally listed noxious weeds (Federal Noxious Weed Control Act). Contribute to the introduction, continued existence, or spread of non-native invasive species or actions that may promote the introduction, growth or expansion of the range of nonnative invasive species (EO 13112)? ☐ Yes ☒ No ☐ Data Needed

*****If you check "YES" to any of the above listed criteria you cannot claim a CE and must complete either an EA or EIS for your project to proceed. Please answer the following question:**

F. SITE VISIT

Is the person preparing this form familiar with the site, and/or has a site visit been conducted?
☒ Yes ☐ No

DEFINITIONS

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Administrative: support for staff

Archaeological Site Protection and Stabilization projects that protect or stabilize an archaeological site listed in the National Register.

Archaeological Testing or Excavation. These are projects needed to carry out a treatment project or to mitigate the effects of treatment work, provided that the scope of the investigation is limited to the area affected, and the National Register eligibility of the HPF grant-assisted site is not destroyed. The archeological resources may be the primary focus for the development project, or they may be one component of a development project that focuses on a building, structure, or landscape.

Architectural Plans and Specifications/Bid Documents These were commonly referred to as blueprints in the past and they graphically and narratively describe the specific steps, methods, materials and treatments to be used in the physical alteration of a building, structure or landscape. Bid Documents refer to a final set of plans and specifications that are ready to be sent to contractors/consultants for project bidding. Architectural Plans and Specifications/Bid Documents must meet the Secretary of the Interior's Standards for the Treatment of Historic Properties and be prepared by a 36 CFR Part 61 qualified Historical Architect.

Building Condition Assessment (BCA) assesses a resource's current, existing conditions on a comprehensive basis. A condition assessment will prioritize the work necessary to rehabilitate, restore or preserve a property and may also include cost estimates and or a proposed budget. These reports include a discussion on building materials, failure of these materials, code violations and ADA accessibility. Condition assessments on buildings should be prepared by a 36 CFR Part 61 qualified Historical Architect and/or engineer.

Development projects are activities that physically preserve or restore historic properties or archeological sites, and may include exterior, interior, or historic landscape work, as well as limited updating of HVAC systems. *The Secretary of the Interior's Standards for the Treatment of Historic Properties* define appropriate preservation and restoration treatments for historic properties.

Historic Structure Report (HSR) A historic structure report provides documentary, graphic, and physical information about a property's history and existing condition. Broadly recognized as an effective part of preservation planning, a historic structure report also addresses management or owner goals for the use or re-use of the property. It provides a thoughtfully considered argument for selecting the most appropriate approach to treatment, prior to the commencement of work, and outlines a scope of recommended work. The report serves as an important guide for all changes made to a historic property during a project-repair, rehabilitation, or restoration-and can also provide information for maintenance procedures. Finally, it records the findings of research and investigation, as well as the processes of physical work, for future researchers. A HSR is much more extensive than a Building Condition Assessment (BCA), although its scope may contain a BCA among other subjects. HSRs should be prepared by a 36 CFR Part 61 qualified Historical Architect or engineer or both, often with the assistance of architectural or landscape historians.

National Register *National Register Listing* projects are those that lead to the preparation of nominations to the National Register of Historic Places.

Public Education: projects include, but are not limited to:

1. Activities to increase overall public awareness of technical preservation methods and techniques having application to historic properties
2. Dissemination of information to promote working relationships with the public and private sectors to achieve HPF objectives;
3. Explanation of historic preservation planning and/or the goals of the State Plan to State and local governments and to public or private audiences throughout the State; and

4. Dissemination of the results of grant-funded work, including explanation of accomplishments, problems, and issues directly related to grant-assisted activities to the State preservation constituency.

Planning: undertaking planning studies, historic contexts, ordinance or regulation development or guidelines that support local planning goals.

Predevelopment projects usually fall into four categories: building condition assessment, historic structure report, plans and specifications/bid document, or archaeological stabilization plans. Two or more of these may be required before a development project can be funded.

Preservation. "Preservation" as defined by the *Secretary of the Interior's Standards* is the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property.

Restoration. "Restoration" as defined by the *Secretary of the Interior's Standards* is the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period.

Secretary of the Interior's Standards. "Secretary of the Interior's Standards" shall mean *The Secretary of the Interior's Standards for the Treatment of Historic Properties* 1995, 36 CFR Part 68, or the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, 1983, 48 CFR 44716 and the specific standards and guidelines for Preservation Planning, Identification, Evaluation, Registration, and Documentation (historical, architectural and engineering, archaeological) that it encompasses.

Survey and Identification projects inventory either above ground resources such as buildings or below ground resources such as archaeological sites.

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MEMORANDUM
City Council Agenda Item

FROM: Kevin Kraft, Director

DATE: February 4, 2026

SUBJECT: Order 130-25/26 Approving the Service Contract Between the Maine Historic Preservation Commission and the City of Portland and Accepting and Appropriating a Pass-Through Grant in the Amount of \$14,332 to the Fifth Maine Regiment Museum - Sponsored by Danielle West, City Manager

SPONSOR: Danielle West, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No

Does this item involve a new contract with the City: Yes

PRESENTATION: The Director of Planning and Urban Development and the Historic Preservation Program Manager will be present to provide information or answer questions as needed.

I. SUMMARY

The City of Portland was awarded this Certified Local Government (CLG) grant by the Maine Historic Preservation Commission (MHPC).

II. AGENDA DESCRIPTION

On October 30, 2025, the City of Portland was awarded a \$14,332 grant award from the Maine Historic Preservation Commission (MHPC), which will be administered as a pass-through grant to the Fifth Maine Regiment Museum for pre-development work for the future foundation repair of the Fifth Maine Museum on Peaks Island. The Fifth Maine Regiment Museum will provide \$4,778 in matching funds. As a pass-through grant, the City will not be providing any funds to the project.

This item must be read on two separate days. It received its first reading on February 2. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

As a CLG since 2004, the City of Portland may submit CLG grant applications to the MHPC. This pool of grant funding is limited to Maine's eleven CLGs and requires only a 25% match. CLG grants are funded through the Federal Historic Preservation Fund. Previous CLG grants awarded to the city have supported the Historic Preservation Program Manager position, supported restoration of the Lincoln Park Fence, and been utilized as pass-through grants to support preservation efforts by local non-profits such as the Committee to Restore the Abyssinian Church, the Tate House Museum, and Mechanics Hall.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended outcome of this grant is that the Fifth Maine Museum will be able to prepare plans for necessary repairs to the building's foundations. This pass-through project will support this nonprofit in maintaining and improving its historically and architecturally significant buildings.

V. FINANCIAL IMPACT

There is no commitment of any funds by the City for this pass-through grant.

VI. STAFF ANALYSIS AND BACKGROUND

Staff support acceptance of the grant as it will support a nonprofits in the City in maintaining their historically designated Landmark buildings.

Fifth Maine Museum

The Fifth Maine Museum is a 501(c)3 non-profit established in 1955. The Museum stewards the 1888 Fifth Maine Regiment Memorial Building which is a locally-designated Landmark. The Museum houses collections and displays exhibits that focus on telling the story of the Civil War Fifth Maine Volunteer Infantry Regiment and the history of Peaks Island. In addition, the museum serves as a community hub, hosting public and private events, with use of the space being made available to other non-profits free-of-charge. Additionally, the porch and grounds are maintained and opened to the public year-round.

<https://www.fifthmainemuseum.org/>

VII. RECOMMENDATION

Staff recommend that the City Council accept the three grants awarded by MHPC.

VIII. LIST ATTACHMENTS

1. Order - Approving CLG Grant for Fifth Maine Museum
2. Service Contract re Fifth Maine Museum CLG Grant_FINAL 011526
3. CLG Grant Cover Letter - Fifth Maine Museum
4. CLG Grant Application - Fifth Maine Museum

Prepared by:

Kevin Kraft, Director

Date: 02/04/2026

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING THE SERVICE CONTRACT BETWEEN THE MAINE
HISTORIC PRESERVATION COMMISSION AND THE CITY OF PORTLAND AND
ACCEPTING AND APPROPRIATING A PASS-THROUGH GRANT IN THE AMOUNT
OF \$14,332 TO THE FIFTH MAINE REGIMENT MUSEUM**

ORDERED, that a \$14,332 grant from the Maine Historic Preservation Commission is hereby accepted and that amount appropriated for a subgrant to the Fifth Maine Regiment Museum for pre-development work for the future foundation repair of the Fifth Maine Museum on Peaks Island; and

BE IT FURTHER ORDERED, that the attached Service Contract between the Maine Historic Preservation Commission and the City of Portland to provide a \$14,332 pass-through grant to the Fifth Maine Regiment Museum is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute the Service Contract and whatever documents are necessary or convenient to effect the intent and purpose of this order.



SERVICE CONTRACT

DATE: 11/14/2025	CONTRACT AMOUNT: \$14,332.00
ADVANTAGE CONTRACT #: 20251114000000001177	
DEPARTMENT AGREEMENT #: ME-25-10011	
START DATE: 11/12/2025	END DATE: 3/15/2027

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Maine Historic Preservation Commission		
ADDRESS: 10 Water Street, 65 SHS		
CITY: Hallowell	STATE: Maine	ZIP CODE: 04347
PROVIDER		
PROVIDER NAME: City of Portland		
ADDRESS: 389 Congress Street		
CITY: Portland	STATE: ME	ZIP CODE: 04101
PROVIDER'S VENDOR CUSTOMER #: VC0000259476		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

Kirk F. Mohnhey 11/18/2025
BY: Kirk F. Mohnhey, Director Date

BY: Name and Title Date

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACT

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

NAME: Kirk Mohny		
EMAIL: kirk.mohny@maine.gov	TELEPHONE: 207-287-3811	
ADDRESS: 10 Water Street, 65 SHS		
CITY: Hallowell	STATE: Maine	ZIP CODE: 04347

PROGRAM ADMINISTRATOR: (Program Administrator section is optional.)

The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

NAME:		
EMAIL:	TELEPHONE:	
ADDRESS:		
CITY:	STATE:	ZIP CODE:

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for this Contract. All contractual correspondence from the Department shall be submitted to:

NAME:		
EMAIL:	TELEPHONE:	
ADDRESS:		
CITY:	STATE:	ZIP CODE:

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference. *(Riders A, B, and G are required. Check all others that apply.)*

☒	Funding Rider
☒	Rider A – Scope of Work
☒	Rider B – Terms and Conditions
☒	Rider C - Exceptions
☒	Rider D – Included at Department’s Discretion
☒	Rider E – Included at Department’s Discretion
☒	Rider F – Included at Department’s Discretion
☒	Rider G – Identification of Country in Which Contracted Work will be Performed
☐	Business Associate Agreement – Included at Department’s Discretion
☐	Other – Included at Department’s Discretion

RIDER A: SCOPE OF WORK

TABLE OF CONTENTS

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract
Provider	Organization providing services under this Contract
State	State of Maine

II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is to provide funding for the Fifth Maine Museum to engage the services of a qualified engineer who will develop drawings and specifications for structural repairs to the building's foundation, thermal envelope, an waterproofing in order for the museum to develop a plan and fundraising efforts for the work to be carried out in subsequent years.

The funding for this grant originates in the Historic Preservation Fund (HPF), a National Park Service, Department of the Interior grant-in-aid, and is awarded to non-profit entities or units of government through a competitive process.

The Department will pay the Provider as follows:

On a reimbursement basis up to the contract amount with documentation of allowable expenditures made and sufficient Provider match amount per reimbursement request. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days. See Rider F for additional payment details.

The Provider shall undertake this project in accordance with the Provider's 2025 Historic Preservation Grant Application as submitted to the Commission.

SCOPE OF WORK

The Provider agrees to conduct the Fifth Maine Museum Engineering Specifications Project in accordance with the 2025 Historic Preservation Grant Manual and the following provisions:

- Contract with a licensed engineer to prepare drawings and specifications for the structural, thermal envelope, and waterproofing work on the Fifth Maine Museum building's substructure. These documents must detail the exact scope of development work to be carried out and must be accurately drawn to scale so that measurements can be verified at the project site. Plans and specifications must define the project so that all aspects of work can be understood by objective reviewers familiar with the applicable Secretary of the Interior's Standards for the Treatment of Historic Properties. The plans and specifications must demonstrate conformity with those "Standards" and specify the treatment proposed.
- Submit a draft copy (50%) of the plans and specification to the Commission to review for conformance with the Standard "preservation".

In addition, the Applicant agrees to:

- Complete and submit interim reports and the final report as per the timetable below.
- Understand that the stipulated scope of work and products can only be changed by means of prior written approval by the Commission.

DELIVERABLES

- One hard copy (11"x17") and one digital copy (thumb drive) of the 100% approved drawings and specifications, prepared and labeled as per the Publications/Deliverables Submission Guidelines in Rider E.

RIDER B: TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT.** Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents.

All invoices must include the following:
 - A. Advantage Contract numbers for this contract.
 - B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
 - C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
 - D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

2. **BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.

3. **INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

4. **DEPARTMENT'S REPRESENTATIVE.** The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

5. **CHANGES IN THE WORK.** The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.

6. **SUB-CONTRACTORS**. The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER**. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.

8. **EQUAL EMPLOYMENT OPPORTUNITY**. During the performance of this Contract, the Provider certifies as follows:

- A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- B. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity.

- C. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine

Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

- E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- 9. CONFLICT OF INTEREST.** The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Contract, no person having any such known interests shall be employed.

- 10. EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

- 11. NON-COLLUSION.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 12. ACCESS TO RECORDS.** As a condition of accepting a Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal

services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

- 13. TERMINATION.** The performance of work under this Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

- 14. GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

- 15. GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

- 16. STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

- 17. NOTICE OF CLAIMS.** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the Provider by any Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.
- 18. APPROVAL.** This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
- 19. INSURANCE REQUIREMENT.** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
- A. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
 - i. The Provider’s insurance coverage shall be the primary and non-contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
 - ii. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
 - iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
 - v. The Department will not grant the Provider, or any sub-contractor of the Provider, “Additional Insured” status and the Department will not grant any Provider a “Waiver of Subrogation”.
- 20. NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.
- 21. SEVERABILITY.** The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part

thereof had been omitted.

22. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Contract, the Order of Precedence shall be:

- Rider C Exceptions
- Rider B Terms and Conditions
- Rider A Scope of Work
- Funding Rider
- Rider D Included at Department's Discretion
- Rider E Included at Department's Discretion
- Rider F Included at Department's Discretion
- Rider G Identification of Country in which contracted work will be performed
- Business Associate Agreement included at Department's Discretion
- Other Included at Department's Discretion

23. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood, pandemic or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

24. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

25. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

26. AMENDMENT. No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.

27. DEBARMENT AND PERFORMANCE CERTIFICATION. By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- B. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

28. STATE PROPERTY. The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

29. CYBERSECURITY AND PROHIBITED TECHNOLOGIES. Through the execution of this contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2021 \(3\)](#); and
- B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2030-B](#).

Contracts entered into by a state agency in violation of Title 5 M.R.S. §2030-B are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, (Title 5 M.R.S., §2030-A).

30. CONFIDENTIALITY.

- A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., "confidential information" means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal,

written, electronic, or any other format, shall be subject to the requirements herein. The term “confidential information” does not include any information or documentation that is subject to disclosure under FOAA.

- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
 - C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
 - D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).
- 31. TARIFFS.** Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

RIDER C
Exceptions

1. Add the following language to the end of Section 13 "TERMINATION" of Rider B:

"The Provider may terminate this Agreement, in whole or in part, for good cause, including but not limited to, loss of personnel or funding to provide the services hereunder, upon no less than thirty (30) days prior written notice to the Department."

2. Insert the following language after the last sentence of Section 16 "STATE HELD HARMLESS" of Rider B:

"The Provider's obligations under this Agreement are subject to and limited by the defenses, immunities, and limitations of liability available to the Provider under the Maine Tort Claims Act, 14 M.R.S.A. §8101 et seq. and other applicable law."

3. Add the following language to Section 19 "INSURANCE REQUIREMENT" in Rider B:

"The Provider is insured for general liability pursuant to the Maine Tort Claims Act through MMA's risk pool, and upon request, will provide the Department with a Certificate of Membership demonstrating proof of coverage, which shall satisfy the requirements of this Section."

4. #11 and #22 of the Section titled "PROGRAM SPECIFIC REQUIREMENTS" in Rider D do not apply to this Agreement.

RIDER D

SPECIFICATIONS OF WORK TO BE PERFORMED and COMPLIANCE INFORMATION

In addition to what is noted on the cover page of this contract, the Maine Historic Preservation Commission is also hereby referred to as the "Commission" or the "Grantee" and the Provider is also hereby referred to as the "Recipient" or "Subrecipient". The Commission and the Provider mutually agree as follows:

The Provider has been awarded a U.S. Department of the Interior Historic Preservation Fund (HPF) grant-in-aid in an amount not to exceed the dollar value shown on the cover page of this contract, for the purpose of **sub-granting financial support to the City of Portland to support the development of foundation, thermal envelope and waterproofing engineering drawings and specifications for the Fifth Maine Museum on Peaks Island** in accordance with the scope of work, and timetable provided with this contract. These federal funds must be matched by a minimum of \$4,778.00.

This grant award is made pursuant to, and recipients must adhere to the Department of the Interior Standard Terms and Conditions located at <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

ARTICLES

1. Department of the Interior Standard Terms and Conditions 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements are located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Responsibilities of the Parties

The Recipient agrees to:

- a. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
- b. Perform work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* in the assigned mandatory program areas as defined by the National Historic Preservation Act.
- c. Ensure subrecipients understand they are subject to the requirements of 2 CFR 200.1 "Subaward", 200.101 Applicability, and 200.331 Requirements for pass-through entities.
- d. Record their procurement of qualified consultants and contracts in accordance with 2 CFR 200.317.

3. Cost-Share Requirement

Non-Federal cost-share is required for costs incurred under this Agreement, as identified in the attached project budget.

4. Recipient Cost Share or Match.

Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Commission based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

5. Prior Approval

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. Modification, Remedies For Noncompliance Termination

- a. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by the Commission.
- b. Additional conditions may be imposed by Commission if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.
- c. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

7. Ensuring The Future Is Made In All Of America By All Of America's Workers Per E.O. 14005 (Dated January 25, 2021).

Per Executive Order 14005, entitled "Ensuring the Future is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

8. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Interim progress reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information (<https://www.access-board.gov/guidelines-andstandards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>).

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to <https://section508.gov/create>. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later (<https://www.w3.org/WAI/standards-guidelines/wcag/>), Level AA Success Criteria.

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

9. Lobbying Prohibition.

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.

10. Anti-Deficiency Act.

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

11. Assignment.

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

12. Member of Congress.

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

13. Agency.

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

14. Non-Exclusive Agreement.

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

15. Partial Invalidity.

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

16. No Employment Relationship.

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

17. No Third-Party Rights.

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

18. Rights in Data.

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern **specifically employed or assigned to originate and prepare such material.**

19. Conflict of Interest

a. Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

- b. Requirements.
 - 1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
 - 2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
 - 3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
- c. Notification.
 - 1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest..
- d. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.
- e. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- f. Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

20. Geospatial Data

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§2801-2811 – Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov.

21. Patents and Inventions

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the governmentwide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

22. General And Special Provisions

- a. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
 - i. Administrative Requirements:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - ii. Determination of Allowable Costs:

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and

iii. Audit Requirements:

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.

iv. Code of Federal Regulations/Regulatory Requirements:

- [2 CFR Part 182 & 1401 "Government-wide Requirements for a Drug-Free Workplace"](#);
- 2 CFR Part 180 & 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR Part 42, "Government wide Debarment and Suspension (NonProcurement)";
- [43 CFR 18, "New Restrictions on Lobbying"](#);
- [2 CFR Part 175, "Trafficking Victims Protection Act of 2000"](#);
- FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;
- 2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and
- 2 CFR Part 170, "Reporting Subawards and Executive Compensation".

- b. Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- c. Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
- d. Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
- e. Captions and Headings:** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

23. Executive Orders and Department of the Interior Secretary Orders

Recipients must comply with all applicable Presidential Executive Orders found at:

<https://www.whitehouse.gov/presidentialactions/>

and all applicable DOI Secretary's Orders found at: <https://www.doi.gov/document-library/secretary-order> that are in effect at the time of award, or that may take effect during the period of performance of the award.

PROGRAM SPECIFIC REQUIREMENTS

1. Retention and Access Requirements for Records.

All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337 and the Historic Preservation Fund Grants Manual.

2. NAGPRA Costs Are Unallowable

Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.

3. Allowable and Eligible Costs.

Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the Commission. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:

- a. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA): Administration, Local Government Certification, Development/Covenants, National Register, Planning, Review & Compliance, Survey & Inventory, and Tax Incentives;
- b. Administrative costs necessary to complete and administer the grant requirements;
- c. Rehabilitation of properties;
 - i. Eligible properties include historic districts, buildings, sites, structures and objects listed in the National Register of Historic Places or applicable Tribal Register;
 - ii. All work must meet the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation; and
 - iii. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
- d. Survey and Inventory of historic resources to determine eligibility;
- e. Cost for administering an easement/covenant for the property;
- f. Cost for any required audits or financial requests;
- g. Cost for the production of project signs;
- h. Costs for public notice of grant opportunities;
- i. Costs associated with required training or reporting; and/
- j. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

4. Publicity & Press Releases

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the Historic Preservation Fund (HPF) administered by the National Park Service.

5. Requirement for Project Sign & Public Notification

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of obligating any contracts or subgrants. A copy of the posted release must be submitted to NPS within 30 days of the posting.

HPF funded development projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. The sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications must contain the following statement:

"[Project Name] is being supported in part by the Historic Preservation Fund administered by the National Park Service, Department of the Interior and the Maine Historic Preservation Commission."

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

6. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant supported activities as referenced in the Statement of Work.

All deliverables must contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number P25AF00996 and Maine Historic Preservation Commission, project ME-24-10011. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

- a. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.
- b. All digital copies must follow the file naming convention:

SHPO_2025_ME_City of Portland _P25AF00996 _description of file

Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.

- c. All consultants hired by the grantee must be informed of this requirement.
- d. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

7. Consultants & Contractors

The Provider must submit documentation of responses to its competitive selection process, along with its justification and resume(s) for which consultant(s) selected for grant-assisted work, to the Commission for approval. The consultant(s) must have requisite experience and training in historic preservation to oversee any construction work to be performed and to manage this complex project. All consultants must be competitively selected and documentation of this selection must be maintained by the Provider and be made readily available for examination by the Commission. **Maximum hourly rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary.** Current salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>. For calendar year 2025 this amount is \$112.24 in Cumberland County

8. Requirement for NEPA Compliance

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant-supported

activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology.

9. Compliance with Section 106

Pursuant to Section 106 of the National Historic Preservation Act (54 USC 306108), the NPS, the Subrecipient, and the Commission must complete the consultation process stipulated in the regulations issued by the Advisory Council on Historic Preservation (ACHP) in 36 CFR 800 **prior** to the commencement of all grant assisted construction or ground disturbance on the property.

10. Compliance with Section 110

Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 USC 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 USC 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

11. NPS Review of Planning/Design Documents for National Historic Landmarks

The grantee must submit the following:

- a. a site plan that has the north direction clearly marked;
- b. a city/county map with the site of the property clearly labeled;
- c. set of plans and specifications for the project;
- d. digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
- e. digital images of all interior major rooms and those involved in the project, labeled and keyed to a floor plan;
- f. for NHL Districts include overall views of the district from the project area; and
- g. any additional information that will better enable a technical review of the project to be completed.

The grantee must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, **prior** to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

Plans & specifications for the project must be marked on the cover with this statement:

The {name of property} is designated a National Historic Landmark for its architectural and historic significance. It is considered to have irreplaceable cultural, material, and aesthetic value. The work is funded in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. The funding of which is subject to having all work items meet The Secretary of the Interior's Standards for the Treatment of Historic Properties.

Not Applicable

12. GIS Spatial Data Transfer Standards

All GIS data collected with HPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage: https://www.nps.gov/crgis/crgis_standards.htm

Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds, as applicable.

- 13. Commission Review of Planning/Design Documents for Conformance to the Secretary of the Interior's Standards.** If plans or specifications have changed from those submitted with the Subrecipients' application for an CLG/HPF grant, the Subrecipient must submit revised construction documents to the Grantee for its review and approval to ensure conformance with the Secretary of the Interior's *Standards for Historic Preservation and Archeology*, and with the conditions listed in this Grant Agreement, prior to the beginning of grant-assisted repair work on the property. Work that does not comply with these *Standards* in the judgment of the Commission will not be reimbursed, and may cause the grant to be terminated and funds deobligated.
- 14. Equipment Purchases**
Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a perunit acquisition cost which equals or exceeds the lesser of the capitalization level established by the nonfederal entity for financial statement purposes, or \$5,000.
- 15. Limitations on Administrative and Indirect Costs.** Administrative costs charged to the subgrant may not exceed 25 percent of the total grant award. This limitation applies to the sum of the direct costs of administration and any indirect costs charged by the Subrecipients pursuant to a current Federally approved indirect cost rate.

Administrative costs are those costs defined in the HPF Grants Manual, Chapter 6, Section F.1, and in Chapter 7, Exhibit 7-B.Retention and Access Requirements for Records. All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337 and the Historic Preservation Fund Grants Manual.
- 16. Catalog of Federal Domestic Assistance/Assistance listing Inclusion in Single Audit**
Non-Federal entities receiving financial assistance through the Historic Preservation fund must include the appropriate Catalog of Federal Domestic Assistance (CFDA) number in the Schedule of Expenditures of Federal Award in their Single-Audit. The DFDA number applicable to this award is 15.904 – Historic Preservation Fund Grants-in-Aid.
- 17. Notice of Financial Management Review**
As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the grantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.
- 18. Unanticipated Discovery Protocols**
At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.
- 19. Demonstration of Effort – Performance Goals**
In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the grantee on project work supported by all HPF funded grants. Demonstration of effort means acceptable performance by undertaking meaningful progress on grant supported activities and complying with award terms and conditions.

Demonstration of effort will be recorded on Interim Reporting forms as per the schedule in this contract.

20. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

HPF funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

21. Nonfederal Matching Share. At least \$ 4,778.00 in eligible nonfederal matching contributions that are allowable and properly documented in accordance with 43 CFR 12.64 must be used by the Subrecipients during the grant period to share the costs for this grant. Failure to use the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the de-obligation of remaining unexpended funds.

22. Easement/Covenant Requirement for development projects

As per Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation Fund grantees to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior.

Accordingly, the ☒ , as owner of the ☒ must execute a Preservation Agreement with the Commission. The term of the Agreement must run for ☒ years from the end date of the last executed Preservation Agreement. The Easement must be executed by registering it with the deed of the property.

All preservation easements must be executed by registering it with the deed of the property. Baseline documentation of the character defining features of the site must be documented prior to construction through photographs. The preservation easement must document the grant assisted condition of the site and the historic character defining features as part of the document registered with the deed.

Not Applicable

23. Copyright

Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so, any materials produced under this grant. All photos included as part of the interim & final reporting and deliverables/publication will be considered released to the NPS for future official use. Photographer, date, and caption should be identified on each photo, so NPS may provide proper credit for use.

A digital copy of all deliverables must be available for public access. Sensitive information may be redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

24. Compliance with the Americans with Disabilities Act and the Architectural Barriers Act

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

25. Additional Department Requirements

- a. Provide the Commission with copies of all contracts entered into in connection with the project.
- b. Include this contract between the City of Biddeford and the State of Maine in any subcontracts issued.
- c. Ensure that no member, officer, or employee of the Maine Historic Preservation Commission, including Commission members and staff, will benefit financially from the project, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity.

RIDER E

Attachments

Publications/Deliverables Submission Guidelines

A. What do I need to submit?

Provide one digital copy of each deliverable/publication. Deliverables/publications include, but are not limited to: grant project reports; books, pamphlets and magazines; video/audio files; event documentation, including programs and photos, websites, mobile apps, exhibits, and interpretive signs.

For development (construction) grants only:

- **Submit photos of all work completed under the grant, including at least three views of the overall structure and all elements of the scope of work.** Refer to "Documenting Historic Places on Film" for more information on photographing a variety of historic environments and buildings: nps.gov/nr/publications/bulletins/photobul/pt3.htm.
- **Ensure that a fully executed, recorded copy of the preservation easement/covenant has been sent to the Commission.**

Include the following disclaimer and acknowledgement with all deliverables/publications: "This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Maine Historic Preservation Commission. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

B. How should I save submissions?

Name each file as follows:

SHPO_2025_ME_City of Portland_P25AF00966_[Description]

- For "Description," create a short (less than 50 characters) and unique description that would help someone to easily and quickly identify the file.
- Do not use spaces or special characters (#, %, &, ?) in filenames. If files are part of a series, append the number 001, 002, 003, etc. to the end of the description.

Required file formats and resolution:

- Reports and publications: PDFs at 300 pixels per inch, at 100 percent of the size of the original document. When possible, convert original publication files to PDF (for example, from Word or InDesign files). Otherwise, use high-quality scans of printed materials.
- Photos: JPEGs or TIFFs at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
- Videos: MP4 files at a resolution of 1280 by 720 pixels. Include a transcript of each video in a Word document.
- Audio files: uncompressed WAV files. Include a transcript of each file in a Word document.
- For more information about other types of deliverables or publications, consult the National Archives' transfer guidance tables (<https://www.archives.gov/records-mgmt/policy/transfer-guidance-tables.html>). Submit all files in formats that either "preferred" or "accepted" by the National Archives.

How do I submit submissions?

Contact the Commission's grant coordinator to discuss options for submitting the digital files

What information should be included with my submissions?

Include an index for all deliverables/publications as a Word document. Include the following information for each deliverable/publication:

- Grant Number)
- Subgrant #
- Title of Product
- Filename
- Creator (give full names and their roles in creating the product/deliverable)
- Date Completed
- Extent (pages, length, number of slides; use when applicable)
- Description (up to 200 words)

Save the index file as a Microsoft Word document using the following naming convention:

SHPO_2025_ME_City of Portland_P25AF00996_Index.docx

RIDER F: BUDGET AND DETAILED PAYMENT INSTRUCTIONS

Budget

Understand that the budget items and figures above will be adhered to, unless the Commission provides prior written approval of amendments. Note: costs in budget are for two (2) staff members.

PROJECT BUDGET

A Service/Action/Item	B By Whom	C Hours or quantity	D Cost per	Total Cost (C X D)	Notes
Baseline Existing Conditions Evaluation	TBD engineering consultant	1	\$1,500	\$1,500	
Structural Engineering	TBD engineering consultant	1	\$3,000	\$3,000	
Thermal Envelope & Waterproofing Design/Specs	TBD engineering consultant	1	\$2,500	\$2,500	
Drafting and preparation of permit drawings	TBD engineering consultant	1	\$5,000	\$5,000	
Analysis of future proposed work and cost estimating	TBD engineering consultant	1	\$5,000	\$5,000	
Permit	TBD engineering consultant	1	\$750	\$750	
Project administration	C.Ian Stevenston	10 hrs.	\$85	\$850	
Develop RFP, publicizing grant award	Jane Banquer	6 hrs.	\$85	\$850	
TOTAL				\$5,044	

PROJECT FUNDING

Service/Action/Item	Donor	Source	Kind	Amount	Notes
Assessments, specs., permits	Fifth Maine Museum	Operating funds	cash	\$3,418	
Assessment, specs., permits		HPF	grant	\$14,332	
Project administration	C. Ian Stevenson		In-kind labor	\$850	
Develop RFP, publicizing grant	Jane Banquer		In-kind labor	\$510.00	
Total				\$19,110	

MATCH SUMMARY

Total in-kind: \$1,360.00
 Total Donation \$
 Total Cash \$3,418.00
 Other (Overmatch) \$
 Total Match \$4,778.00

GRANT SUMMARY

Total Grant Request: \$14,332.00

Detailed Payment Instructions

The Department will pay the Provider as follows:

On a reimbursement basis up to the contract amount with documentation of allowable expenditures made and sufficient Provider match amount per reimbursement request. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

Required documentation for Reimbursement Requests

- Invoice on Letterhead, containing the following information:
 - amount of reimbursement requested;
 - the project cost for this request;
 - the amount of match expended for this request; and
 - the contract number.
- All expenses, including matching share, must be documented with copies of bills and photocopies of both sides of canceled checks.
- Time sheets signed by the employee or volunteer and supervisor are required for volunteer and in-kind services, showing the Commission pre-approved rate and total dollar value of the donated or in-kind time.
- The dollar value of donated equipment and donated space must also be documented for approval as match.
- All project products must be received and approved by the Commission prior to final reimbursement. For development projects a final project report is required in addition to any technical report which may be a grant product before final reimbursement.

6. See Sample Reimbursement Request Letter, below.

YOUR LETTER HEAD

INVOICE # _____

Date _____

RE: Contract # _____

Dear Mr. Mohny:

On behalf of the _____, I am requesting a (partial) (full) reimbursement of \$ _____ for expenses incurred between _____ and _____, 202_ in conjunction with the CLG funded project _____.

Project expenses are documented on the following enclosed items:

Signed Value of Donated Labor Forms for _____

Signed Timesheet/paystub/journal for _____

Invoice(s) from _____

Cancelled check # _____ to _____ (copied front and back)

Documentation in the form of _____ for in-kind contributions of materials//venues/equipment.

The total cost reflected in this request is \$ _____, of which \$ _____ is match and \$ _____ is requested as reimbursement.

RIDER G: IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

☐ **United States. Please identify state: Enter State**

☐ **Other. Please identify country: Enter Country**

Notification of Changes to the Information:

The Provider agrees to notify the Office of State Procurement Services of any changes to the information provided above.

BUSINESS ASSOCIATE AGREEMENT**(Included at Department's Discretion)**

Enter Business Associate Agreement (BAA) here, if applicable. If not applicable, delete this page or enter "N/A" **and** make sure BAA is not checked in the Table of Riders section.

N/A



MEMO

To: Portland City Council

Cc: Evan Schueckler, HP Program Manager

From: C. Ian Stevenson, PhD, Preservation Consultant and Board Member, Fifth Maine Museum

Date: January 16, 2026

Dear Mayor Dion and Members of the Portland City Council:

In September 2025, the Fifth Maine Museum applied for a Certified Local Government (CLG) Preservation Grant from the Maine Historic Preservation Commission (MHPC) via the city of Portland's Historic Preservation Program. The purpose of this grant is to secure funding (partially matched by the Fifth Maine Museum) to undertake a building condition assessment of our 1888 Memorial Hall, listed on the National Register of Historic Places, to understand and prioritize sensitive restoration of this community structure. I completed the application on behalf of this organization as a) a professional historic preservationist; b) a board member of the Museum; and c) a resident of Peaks Island. In October 2025, the Museum was fortunate enough to be awarded this "pass-through" grant, meaning that while the city would initially send funds to the Museum, it would be reimbursed by the state and thus incur no actual costs.

The Fifth Maine Museum is a 501c3 non-profit corporation (under Title 13-B) in good standing, chartered with the State of Maine (Charter Number 19550047ND) in 1955. Per this charter, the stated purpose of the organization is "to advance the social, recreational, and educational opportunities of the Community of Peaks Island." The Museum as constituted in the 1950s represents a transition of the property from its original intent as a reunion site and memorial to the veterans of the Fifth Maine Volunteer Infantry, a Union regiment in the Civil War raised primarily in and around Portland and nicknamed "The Forest City Regiment." The last veteran of the unit died in 1939, and the final reunion as held there in 1941. By the mid-twentieth century, the Fifth Maine cottage had fallen into disrepair and was only sporadically used by the veterans' descendants. The eighteen remaining shareholders voted in 1955 instead to create a new corporation, named the Fifth Maine Regiment Community Center (replacing the Fifth Maine Regiment Memorial Society). The new corporation also stipulated how its property was to be used, including converting the former summer cottage into a community center and the formation of a new board from the island community, rather than descendants of the veterans. (See "An Act Relating to the Fifth Maine Regiment Memorial Society," *P. & S. Laws of Maine, Ninety-Seventh Legislature, 1955* §145 (approved April 25, 1955).) Today, the mission of the Fifth Maine Museum is strictly charitable and educational.

Built in 1888, the Fifth Maine Museum is an oceanside, Queen Anne/Shingle-style historic site located on Peaks Island. It's a rare survivor from the Civil War reunion era, and a unique piece of American history. Today, the building houses the Fifth Maine Museum that tells two intriguing and related stories through objects, artifacts and exhibits. The ground floor is dedicated to the Fifth

Fifth Maine Museum, PO Box 41, 45 Seashore Avenue, Peaks Island, ME 04108

www.fifthmainemuseum.org

Maine Civil War regiment who held summer reunions in there until offering it to Peaks Island as a community center in the 1950's. On the upper floor both permanent and rotating exhibits illustrate the history of Peaks Island, from pre-European settlements through its days as the "Coney Island of Maine," its role during World War II and into the present time.

The museum is open Friday, Saturday, Sunday from Memorial Day through the end of June, and again from Labor Day through Indigenous People's Day. It's open daily during July and August, 10am-3pm.

The Fifth Maine Museum is also an active community focal point, hosting events with local organizations, families and individuals. In addition to Fifth Maine Museum-sponsored programs that are typically free, the building is available for lectures, concerts and meetings at no charge to island nonprofits or for an optional voluntary donation. Corresponding to its original intent, the building is shared with active-duty service members and their families and veterans through free admission, the Veterans Fair and a free annual visit from VAST. It's a Blue Star Museum and participates in Museums for All with a low barrier for guided school groups, including a curriculum guide currently under development. The porch, gardens and grounds are available to visitors year-round (and free of charge) for quiet meditation or an unparalleled view of the ocean.

We applied for this grant to allow us to maintain the Fifth Maine Museum. The application was vetted by the city's Historic Preservation Program as well as the Maine Historic Preservation Commission. The Fifth Maine Museum has committed to a partial match of the awarded funds. We hope you will vote affirmatively to approve the contract.

Sincerely,



C. Ian Stevenson, PhD
Fifth Maine Museum Board Member
cis@bu.edu

HISTORIC PRESERVATION GRANT APPLICATION



Tate House, Portland, Maine. Photograph by Holly K. Hurd

2025

**Development, PRE-DEVELOPMENT, Education, Planning,
Survey, National Register Listing and Archaeology
Projects**

Maine Historic Preservation Commission
55 Capitol Street, 65 State House Station
Augusta, Maine 04333-0065
207-287-2132
www.maine.gov/mhpc/grant

APPLICATIONS DUE OCTOBER 3, 2025

This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number P25AF00996. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior.

HISTORIC PRESERVATION Grant Application

DEVELOPMENT, PRE-DEVELOPMENT, EDUCATION, PLANNING, SURVEY,
NATIONAL REGISTER LISTING AND ARCHAEOLOGY PROJECTS

IMPORTANT APPLICATION INSTRUCTIONS

Applications will be submitted electronically via Dropbox. To submit the application, send an email to Christi.chapman-mitchell@maine.gov with the subject line "Grant Application Submission". You will then receive an email with detailed instructions for uploading the complete application into a Dropbox folder.

A COMPLETE APPLICATION CONTAINS EACH OF THE FOLLOWING:

- A. **Application Form, signed and notarized.** Submit as a .docx or .pdf file.
- B. **Assurance and Screening Forms**
 - 1. **Survey (Architectural or Archaeological), Planning, Public Education or National Register projects:** Complete Standard Form 424B (Rev. 7-97), Assurances – Non-Construction Programs. This form must be signed and dated and saved as a PDF.
 - 2. **Development, Pre-development, and Archaeological Stabilization projects**
 - a. Complete Standard Form 424D (Rev. 7-97), Assurances – Construction Programs. This form must be signed and dated and saved as a PDF.
 - b. Environmental Screening Worksheet (NEPA). Complete as fully as possible. This form must be signed and dated and saved as a PDF.
- C. **Supplementary documentation, submitted as PDFs**
 - 1. Estimates from contractors, consultants.
 - 2. Resumes for volunteer labor.
 - 3. Resumes for contracted labor (if known).
 - 4. Maps showing location of the project. The maps need to be at a scale that the property can be located in person.
 - 5. Copies of completed pre-development plans and specifications, assessments, stabilization plans or historic structure reports if appropriate.
- D. **Photographs of the historic property or proposed project area, submitted as individual .jpgs** (do not insert into a document). Provide an overview of the property and details of specific features, issues or problems.
- E. **Signed and Completed Application Checklist, submitted as a PDF**

The Complete application must be uploaded to Dropbox by 5:00 p.m., October 3, 2025
Optional draft applications are due September 19, 2025.

APPLICATION FORM

Historic Preservation Grants

**REFER TO THE HISTORIC PRESERVATION FUND GRANT MANUAL
WHEN COMPLETING THIS APPLICATION.**

IF COMPLETING THIS FORM IN MICROSOFT WORD TYPE ANSWERS IN THE GRAY BOXES.

I. APPLICANT OVERVIEW

Project Name:	Fifth Maine Museum Engineering Specifications		
Location:	45 Seashore Avenue Peaks Island, ME 04108		
Applicant Organization:	City of Portland		
Contact Person:	Evan Schueckler (Portland) / C. Ian Stevenson (Fifth)		
Mailing Address:	City of Portland, Planning and Urban Development Department 389 Congress Street, 4 th Floor, Portland, ME 04101		
Telephone Number:	207-874-8726 (Evan)	E-mail Address:	evans@portlandmaine.gov (Evan)
Owner Information	Fifth Maine Museum		
Mailing Address:	PO Box 41, Peaks Island, ME 04108		
Telephone Number:	914-643-1075 (Ian)	E-mail Address:	cis@bu.edu (Ian)

II. GRANT TYPE

This application can be used only for Certified Local Government (CLG) Grants. Applicants for CLG grants are limited to the towns of Biddeford, Saco, York, Kennebunk, Portland, Topsham, Lewiston, Gardiner, Augusta, Bangor and Castine.

Please check one box.

☐ ~~HPF Grant~~

☒ **CLG Grant (limited to CLG communities only)**

APPLICATION FORM

Historic Preservation Grants

III. PROJECT TYPE (ctrl-click for glossary definitions)

- ☐ Architectural Survey
- ☐ Archaeological Survey
- ☐ Archaeological Stabilization or Testing
- ☐ Administrative Support
- ☐ Development Have plans and specifications been prepared? ☐ No ☐ Yes

Please list the name, date and author of all associated pre-development work completed in advance of this project and submit copies with this application.

- ☐ National Register Nomination Submit copy of determination of eligibility letter if available
- ☐ Planning
- ☒ Pre-development
(choose one of the following) ☐ Building Condition Assessment ☐ Historic Structure Report
X Plans/Specifications/Bid Docs ☐ Archaeological Stabilization Plans
- ☐ Public Education

IV. FUNDING REQUEST. The minimum grant request is normally \$10,000 and the maximum request is normally \$30,000.

Grant Amount Requested (75% maximum)	\$14,332.50	
Match Amount (25% minimum)	\$4777.50	Match Source Fifth Maine Museum
Total Project Cost (100%)	\$19,110	

ATTACH ALL ESTIMATES USED TO CALCULATE PROJECT COST.

V. PROJECT DETAILS

1) Project Summary:

Provide a project **summary statement** that describes this project. Example: "The 1860 Smith House, owned by the George Historical Society and located in Smith, Maine is requesting support to: repair a roof, insulate the entry and upgrade wall insulation." (60 words maximum).

The Fifth Maine Museum is requesting support to fund an engineer to develop and provide specifications and permit drawings for structural repairs to building foundation, thermal envelope, and waterproofing in order for the museum to develop a plan and fundraising efforts for the work in subsequent years.

2) Is the subject property listed in the National Register of Historic Places? ☒ Yes ☐ No

3) Is this a continuing project that the Commission has previously funded? ☐ Yes ☒ No

Is this a multi-phased project? If so, please describe where the grant funded work fits into the overall project and timeline.

Yes. The Fifth Maine intends to use the plans, specifications, and rough order of magnitude estimates from this grant-funded phase to develop a subsequent plan to enact the required work and raise funds to do so. It is the museum's goal to use the plan developed here to apply for the Historic Community Building Grants Program for the "shovel ready" following work in the second round (2026) or third round (2027).

Additionally, these specs are stemming from earlier identified issue areas from the museum's HSR (completed in 2022 by Barba + Wheelock).

4) Subject of the Project:

A. Describe the subject of the project? (i.e "historic neighborhood" or "historical museum" or "archaeological site").

The Fifth Maine Museum was built in 1888 by surviving members of the Fifth Maine Volunteer Infantry as a reunion hall for veterans and their families to gather seasonally to reminisce and provide healing and memory from the Civil War. The last veteran died in 1939 and the last reunion was held the following year, after which the building fell into disrepair until the veterans' descendants changed the articles of incorporation in 1955 and gave the building to the Peaks Island community, re-envisioned with a three-part mission that is still dedicated to the memory of the Fifth Maine soldiers but now also to Peaks Island history and as a community center. Today the museum is open seasonally with regular exhibits dedicated to the Civil War and Peaks Island history and holds community functions such as lectures, concerts, art shows, and pancake breakfasts.

B. Does the project reflect the funding priorities in Chapter 2 of the Grant Manual? Be specific and cite the applicable priority and explain how the project reflects the funding priority.

Yes, under the Education priority, it serves to partner with local educators (such as Peaks Island School, a Portland neighborhood elementary school) to develop place-based curricula; align documentation with public programming to increasing participation on the island for considering other properties for nomination to the National Register by showcasing the benefits; as the only local landmark on Peaks Island showcasing that the program is valuable; using the museum's social media, on-island audience, and rental parties to showcase the value of the National Register and preservation to modern venues; and to lessen misconceptions about preservation and designation through outreach and programming to an audience that

is already visiting the facility. Also, the Predevelopment, and eventually Development Priorities by providing funding for pre-development restoration and to forestall leadership of the museum in inadvertently undertaking historically insensitive restoration work. Also, Planning inasmuch as supporting the efforts of Portland as a CLG.

C. For Survey projects only: estimate number of acres to be surveyed.

N/A

D. For Development projects only: Is there going to be any ground disturbance that will require archaeological testing? N/A Have plans and specifications or site plans been completed for the project? Have they been reviewed by MHPC staff to determine if they meet the Secretary of the Interior's Standards for the Treatment of Historic Properties?

E. For Archaeological Survey and Testing projects only: What are the research goals? N/A Utilizing limited testing, how is the project designed to collect sufficient information to identify a resource and to assess its eligibility for listing in the National Register of Historic Places?

F. For Archaeological Projects (Development or Stabilization) only: Provide a research design that includes an explicit statement of the problem to be addressed, a summary of previous research, and outline how this project fits into prior or ongoing historical or structural documentation or other treatments. Refer to Appendix H in the Grant Manual for additional guidance.

N/A

5) Methodology:

A. What is the project methodology. Describe the "how", the "why", the "when" and the "by whom" of the project. Be specific in terms of the timeline and sequence of activities to be undertaken. For archaeological projects, describe the amount and kinds of information required to address the documentation objectives and the methods to be used to find the information. Be specific regarding proposed field methods.

The Fifth Maine Museum already actively uses this building, and while it is in generally good repair, the museum's leadership has noticed some developing structural issues in the building's foundation related to substandard posts, shifting footers (including loose rubble), and issues related to water infiltration and frost heaves. These issues have been known but were also documented in the Historic Structure Report prepared in 2022 by Barba + Wheelock as part of the museum's commitment to its stewardship of this historic and community resource. The museum would like to hire an engineer to document structural deficiencies, suggest structural remedies/interventions, including for the building's thermal envelope (below grade), and waterproofing design. The museum wishes to engage an engineer this winter during the off-season to do the assessment, prepare these specifications with order of magnitude costing, and the associated permit drawings so that the museum can put out to bid the work itself in early 2026. The intention is to use those bids and the drawings to make an application for the Historic Community Building Grants Program for the "shovel ready" following work in the second round (2026) or third round (2027). The museum proposes to use the matching funding to hire a professional firm or consultant who meets SOIS Professional Qualifications to prepare these specifications. The assessment and specifications and drawings will be prepared under the supervision of a) the museum's president, Mike Langella, who is well-versed in construction and understands the immediate building issues; b) Vice President Jane Banquer, an experienced non-profit leader with a demonstrated success streak of securing private funding for preservation projects, such as from the Davis Family Foundation and Belvedere Historic Preservation & Energy Efficiency Fund; and c) board member C. Ian Stevenson, a Peaks Island resident with an MA in Preservation Studies and PhD in American & New England Studies from Boston University, who has served

as an independent historic preservation consultant, Director of Advocacy for Greater Portland Landmarks, and teaches in Boston University's preservation studies master's program.

The application is being made via the city of Portland as a pass-through grant. Ian Stevenson will administer the grant on behalf of the museum, and the museum will pay the chosen vendor for the services rendered, submitting to the city of Portland for reimbursement. The city will then seek reimbursement from the MHPC.

B. Are any architects, consultants, contractors, archaeologists or tradespeople already under contract for this project? If so, were they competitively selected as part of a bidding or request for proposal process?

No. See above for donated labor by C. Ian Stevenson and Jane Banquer.

C. Which of the Secretary of the Interior's Standards for the Treatment of Historic Properties apply to this project? (Choose all that apply; click on the highlighted text to view the standards.

- ☐ Standards for [Restoration](#) ☐ Standards for [Identification](#) (survey projects)
☒ Standards for [Preservation](#) ☐ Standards for [Preservation Planning](#)
☐ Standards for [Archaeology Documentation](#)

6) Products and Deliverables

Describe what the project will accomplish. Be specific and provide details. What will be the product of the project? (i.e "preservation plan" or "repaired siding" or "archaeological survey report"). Will the products be publicly available or visible?

As described above, the singular goal is the delivery of specifications and related permit drawings for structural, thermal envelope, and waterproofing work for the building's substructure. While the product itself, the specs and drawings, will not be publicly visible, the subsequent work it informs will be, on a building already widely accessible to the community.

7) Public Benefit

Describe how the public will benefit from the project funded by this grant.

The museum is owned by a nonprofit organization dedicated to telling the history of the community (Peaks Island) and being a community gathering space in addition to telling the story of the Fifth Maine in the Civil War. Recent community history exhibits have included "Winter on Peaks Island" and "Defending the Harbor" about four centuries of fortifications in Casco Bay. Community events are wide and deep across the museum's seasonal schedule including concerts, pancake breakfasts, art shows, community theater, lectures, moonlight yoga, active veterans fairs, and others. In addition, the museum provides its space for other island non-profits free of charge for gatherings/meetings. Furthermore, the porch and grounds of the building are free and open to the public 365 days a year, so that the grounds and porch are akin to a public park and provide a municipal service. Only by keeping the building in good repair can the museum offer these services, and the foundation and water mitigation are of the utmost importance in this regard. The museum's leadership strives to maintain the commitment of the veterans' heirs, who gave this building to the Peaks Island community, and the project funded by this grant will assist in the museum's stewardship of this community resource.

The Fifth Maine Museum has a demonstrated track record of success in completing its grant-funded preservation projects, such as the HSR in 2022 and the restoration of its second-story windows by Bagala Window Works (funded in part by the 1772 Foundation), for which the museum is receiving an honor award by Greater Portland Landmarks in October 2025.

8) Project Personnel:

Attach resumes and a description of professional expertise relative to the methodology of the project for all professionals known at the time of the application who would be conducting the project. Professionals must meet the minimum qualifications as set forth in Appendix B. Be aware that a competitive process must be used to select consultants/contractors for the project. Also attach resumes for all persons to be valued for match purposes at more than the federal minimum wage.

See attached CV for C. Ian Stevenson and resume for Jane Banquer.

9) Estimated Project Schedule

Provide an estimated project schedule based on a May 31, 2027 completion date. Include time for contracting, procurement, project work, billing, and report preparation. All tasks, reporting and billing must be completed, including billing and reporting, by this date. No extensions will be given.

If the museum is awarded the grant in December 2025, it intends to solicit bids as soon as possible with receipt by January 2026 and a deadline of completion of the specs before the museum's season opens in May 2026, thus completing well ahead of the May 2027 deadline.

10) Administration (please provide resumes if available)

a. Name and contact information of the grant administrator. **C. Ian Stevenson, cis@bu.edu, 914-643-1075**

b. Name and contact information of the project manager. **Jane Banquer, banquerj@gmail.com, 207-239-5421**

c. Name and contact information of person in charge of financial management? **Evan Schueckler, evans@portlandmaine.gov, 207-874-8726**

d. Please list up to five prior grant projects administered by this organization and address the following questions for each project: 1. Was it completed on schedule? 2. Was it completed within the approved budget? 3. Provide a reference with email or phone number.

The Fifth Maine Museum has a history of successful funding through the City of Portland from the late 1970's along with program grants from the Maine Humanities Council during that period. Recent successive years of support for building stewardship, program and operations include:

2018: New Roof, Belvedere Historic Preservation & Energy Efficiency Fund along with a community capital campaign.

2022: Second Floor Window Restoration (23 windows), completed on schedule, within budget; Bagala Window Works, 207-887-9231; funded by Belvedere Historic Preservation & Energy Efficiency Fund, Peaks Island Fund, and the Davis Family Foundation.

2024: Davis Family Foundation, seed money to hire new Museum Assistant position

11) Availability of Match:

Do you already have all the required match for this project? ☒ Yes ☐ No

If the answer is "no" what percentage of the match is already in hand? %

Please describe how any remaining match will be raised.

12) Budget:

Describe what steps you have taken to determine the project budget and ensure its accuracy. See Chapter 8 in the Grant Manual for more information.

See attached estimate by Dovetail Consulting.

APPLICATION FORM

Historic Preservation Grants

V. BUDGET AND FUNDING

Estimated Project Budget:

Grant Request: \$14,332.50 Total Project Cost: \$19,110.00

In the table below provide an estimated budget for the project. The budget should include each major work element for the entire project or project phase. Item elements may include personnel, supplies, equipment, travel, printing, administration, support services, donated labor, indirect costs (if applicable), etc. Use separate lines for materials and labor. If the budget includes "contractual services," indicate what the contract will be for in the notes. The estimated budget must be detailed. Each individual involved must be listed by name and function, with hourly rate and total salary. Indicate if the service/action/item is based on an estimate. Add additional rows as necessary. See sample budget in grant manual.

A Service/Action/Item	B By Whom	C Hours or quantity	D Cost per	E Total Cost (C X D)	Notes
Baseline Existing Conditions Understanding	TBD engineering consultant			\$1500	From estimate
Structural Engineering	TBD engineering consultant			\$3000	From estimate
Thermal Envelope & Waterproofing Design/Specs	TBD engineering consultant			\$2500	From estimate
Drafting & Preparation of Permit Drawings	TBD engineering consultant			\$5000	From estimate
Analysis of Future Proposed Work and Cost Estimating	TBD engineering consultant			\$5000	From estimate
Permit	TBD engineering consultant			\$750	From estimate
Project Administration	C. Ian Stevenson	10 hrs	\$85	\$850	estimated
Developing the RPF, publicizing the awarded grant	Jane Banquer	6 hrs	\$85	\$510	estimated
TOTAL				\$19,110.00	

APPLICATION FORM

Historic Preservation Grants

PROJECT FUNDING

In the table below indicate how the project will be paid for, including both non-federal match, the requested grant funds, and any additional funding. Match must be on a 75/25 basis to the grant request: if the project is estimated at \$20,000 then the grant request would be \$15,000.00 and the match would be at least \$5,000.00. Attach resumes for all persons to be valued for match purposes at more than the federal minimum wage. See sample project funding matrix in grant manual.

A. Service/Action/Item: copy this from the project budget. Items can be combined as needed.

B. Donor: list the names of funding sources for each budget item. For example: "Kennebec University".

b. Source: indicate where the funds are coming from (.e.g., "private donation", "capital funds"). The Commission will review source to ensure that it is eligible for non-federal match.

c. Kind: indicate the kind of funding. Choose from the following: grant, cash, cash match, in-kind, in-kind match, or indirect costs match. Please note that each kind of funding requires a separate breakout.

Service/Action/Item	Donor	Source	Kind (cash match, in-kind match, volunteer match, grant)	Amount	Notes
Assessment/Specs/Permits	Fifth Maine Museum	Operating funds	cash	\$3417.50	Fifth Maine Museum will use some of its cash reserves to self-fund the portion of its 25% match that is not coming from in-kind services
Assessment/Specs/Permits	MHPC/City of Portland	HPF	cash grant	\$14,332.50	
Project administration	C. Ian Stevenson		in-kind labor	\$850.00	
Developing RPF & publicizing grant	Jane Banquer		in-kind labor	\$510.00	
TOTAL				\$19,110.00	

MATCH SUMMARY

In-kind match \$1,360.00
 Cash match \$3,417.50
 Other match \$
 Total Match \$4,777.50

OTHER FUNDING SOURCES

(List names and amounts)

Total Other Sources \$

APPLICATION FORM

Historic Preservation Grants

VI. CERTIFICATION

In making this application for Federal assistance under the provisions of the National Historic Preservation Act of 1966, I hereby acknowledge my familiarity with the requirements listed in the Maine Historic Preservation Commission Grants Manual. I agree that should I receive the Federal assistance herein requested, I will carry out the project according to Federal and State requirements. I certify that I am authorized to submit this application.

Danielle T. West 10/3/25
Signature Date

Danielle West, City Manager, City of Portland, Maine
Name & Title (Typed or Printed)
Applicant Organization

In Witness Whereof

W. Prout 10/3/25
Notary Public Date
Cumberland County **WILLIAM PROUT**
County Notary Public, State of Maine
My Commission Expires 7/15/2027

Reminder: The signed federal Assurances – Non-construction 424B and Construction Programs 424-D forms must accompany this application when it is e-mailed to the Commission.

CERTIFICATION (if principal personnel are not yet selected [i.e., consultants]):

This is to certify that the applicant understands that, if funded, this project will be directed by personnel meeting the minimum professional credentials for the relevant disciplines stipulated in 36 CFR Part 61.

[Signature] 10/3/25
Signature Date

APPLICATION CHECKLIST

Historic Preservation Grants

APPLICANT MUST INITIAL EACH BULLET POINT TO ACKNOWLEDGE THAT THEY HAVE READ THESE INSTRUCTIONS OR REMINDERS. RETURN THIS PAGE WITH THE APPLICATION.

1. Project expenses incurred before the execution of a contract between the Applicant and the State are not reimbursable and cannot be used for match. ERS (initials)
2. Consultants or contractors cannot be hired before the grant has been awarded. Once the grant has been awarded by the Commission, the procurement of services form must be filled out for any consultant or contractor. This form requires that three consultants or contractors are invited to submit proposals for a project. If only one party responds, the Applicant must show that they contacted at least two other parties. ERS (initials)
3. All project expenses must be thoroughly accounted for in the application. For example, you must break down the cost estimate into pay per hour for each party involved and outline exactly what tasks they will be doing. If estimates are available from contractors, include copies with the application. Please include administrative time in the grant application. ERS (initials)
4. Check the math. The 1/1 federal/local match must be correct on the applications. For a \$20,000 project, a request for \$15,000 federal share requires a minimum of \$5,000 in local match. ERS (initials)
5. Regarding local match, CDBG funds are the only federal funds which may be used in combination with HPF funds. ERS (initials)
6. Has the applicant signed all signature lines on the grant applications? ERS (initials)
7. The applicant must designate one person to be the point of contact with our office. We require that grant products be sent directly to us from the local point of contact, not from the consultants who prepared them. ERS (initials)
8. If applicable, has the town's historic preservation commission been consulted regarding this grant application?
Yes ☐ No ☒ ERS (initials)
9. Publicity. There is a special paragraph which MUST be used in all authorized publications and other forms of publicity connected with projects that receive federal grants. The paragraph begins: "This publication has been financed in part with Federal funds from the National Park Service...." ERS (initials)
10. Grant Orientation Meeting. For certain grant projects, our office may require a meeting to confirm the budget and the timetable for completion, and discuss procurement requirements and reimbursement procedures. ERS (initials)

ASSURANCES – CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capabilities (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a and 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of

wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuming compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1966 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION City of Portland, Maine	DATE SUBMITTED 10/3/2025

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ASSURANCES – NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capabilities (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

11. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
15. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
16. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-554, as amended, 7 U.S.C. §§2132 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
17. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1966 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION City of Portland, Maine	DATE SUBMITTED 10/3/2025

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The National Park Service's
State, Tribal, and Local Plans & Grants
Environmental Screening Worksheet

FOR DEVELOPMENT, PRE-DEVELOPMENT AND ARCHAEOLOGY PROJECTS ONLY

This worksheet should be completed as fully as possible and returned to the Maine Historic Preservation Commission. It will then be signed by the SHPO office funding the project work and forwarded to the National Park Service for final review. The Categorical Exclusion Form (if applicable) will be reviewed and signed by the National Park Service.

A. PROJECT INFORMATION

Project Name: Fifth Maine Museum Engineering Specifications

Project Address: 45 Seashore Avenue, Peaks Island, ME 04108

Project Originator/Coordinator: Fifth Maine Museum/C. Ian Stevenson

Subgrantee/Owner: [Click here to enter text.](#)

National Register Status: Individually listed, 1977

B. PROJECT DESCRIPTION/LOCATION

Describe the project The Fifth Maine Museum is requesting support to fund an engineer to develop and provide specifications and permit drawings for structural repairs to building foundation, thermal envelope, and waterproofing in order for the museum to develop a plan and fundraising efforts for the work in subsequent years for the 1888 Fifth Maine Volunteer Infantry Regimental Hall, now the Fifth Maine Museum, listed on the National Register of Historic Places and located on Peaks Island, part of the City of Portland.

C. AREA OF POTENTIAL EFFECTS

Define your Area of Potential Effects. These are the geographic or spatial limits of the project impacts, including staging areas and adjacent properties that might be affected by a change in viewshed or project noise or vibration, for example. : N/A

D. RESOURCE EFFECTS TO CONSIDER

Consider the context, duration and intensity of effects on resources.

Are any measurable impacts possible on the following physical, natural or cultural resources?

Yes? No? Data Needed to Determine?

- | | | | |
|--|------------------------------|--|--------------------------------------|
| 1. Geological resources – soils, bedrock, streambeds, etc. | ☐ Yes | ☒ No | ☐ Data Needed |
| 2. Air quality | ☐ Yes | ☒ No | ☐ Data Needed |
| 3. Soundscapes | ☐ Yes | ☒ No | ☐ Data Needed |
| 4. Water quality or quantity | ☐ Yes | ☒ No | ☐ Data Needed |
| 5. Streamflow characteristics | ☐ Yes | ☒ No | ☐ Data Needed |

6. Marine or estuarine resources	☐ Yes	☒ No	☐ Data Needed
7. Floodplains or wetlands	☐ Yes	☒ No	☐ Data Needed
8. Land use, including occupancy, income, type of use	☐ Yes	☒ No	☐ Data Needed
9. Rare or unusual vegetation, old growth timber, riparian	☐ Yes	☒ No	☐ Data Needed
10. Species of special concern (plant/animal/state or Federal listed or proposed for listing) or habitat	☐ Yes	☒ No	☐ Data Needed
11. Unique ecosystems, biosphere reserves, World Heritage	☐ Yes	☒ No	☐ Data Needed
12. Unique or important wildlife or wildlife habitat	☐ Yes	☒ No	☐ Data Needed
13. Unique or important fish or fish habitat	☐ Yes	☒ No	☐ Data Needed
14. Introduction/promotion of non-native species	☐ Yes	☒ No	☐ Data Needed
15. Recreation resources, including supply, demand, visitation, activities, etc.	☐ Yes	☒ No	☐ Data Needed
16. Socioeconomics, including employment, occupation, income changes, tax base, infrastructure	☐ Yes	☒ No	☐ Data Needed
17. Minority and low-income populations, ethnography, size, migration patterns, etc.	☐ Yes	☒ No	☐ Data Needed
18. Energy resources	☐ Yes	☒ No	☐ Data Needed
19. Other agency, or tribal, land use plans or policies	☐ Yes	☒ No	☐ Data Needed
20. Resource, including energy, conservation potential	☐ Yes	☒ No	☐ Data Needed

E. MANDATORY CRITERIA: If implemented, would the proposal?

1. Have material adverse effects on public health or safety?	☐ Yes	☒ No	☐ Data Needed
2. Have adverse effects on such unique characteristics as historic or cultural resources; park, recreation, or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands; floodplains; or ecologically significant or critical areas, including those listed on the National Register or Natural Landmarks?	☐ Yes	☒ No	☐ Data Needed
3. Have highly controversial environmental effects?	☐ Yes	☒ No	☐ Data Needed
4. Have highly uncertain and potentially negative environmental effects or involve unique or unknown environmental risks?	☐ Yes	☒ No	☐ Data Needed
5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	☐ Yes	☒ No	☐ Data Needed
6. Be directly related to other actions with individually insignificant, but cumulatively significant, environmental effects?	☐ Yes	☒ No	☐ Data Needed
7. Have adverse effects on properties listed or eligible for listing on the National Register of Historic Places?	☐ Yes	☒ No	☐ Data Needed

8. Have adverse effects on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have adverse effects on designated Critical Habitat for these species? ☐ Yes ☒ No ☐ Data Needed
9. Violate a federal law, or a state, local, or tribal law or requirement imposed for the protection of the environment? ☐ Yes ☒ No ☐ Data Needed
10. Have a disproportionate, significant adverse effect on low income or minority populations (EO 12898)? ☐ Yes ☒ No ☐ Data Needed
11. Limit access to and ceremonial use of Indian sacred sites by Indian religious practitioners or adversely affect the physical integrity of such sacred sites (EO 130007)? ☐ Yes ☒ No ☐ Data Needed
12. Contribute to the introduction, continued existence, or spread of federally listed noxious weeds (Federal Noxious Weed Control Act). Contribute to the introduction, continued existence, or spread of non-native invasive species or actions that may promote the introduction, growth or expansion of the range of nonnative invasive species (EO 13112)? ☐ Yes ☒ No ☐ Data Needed

***If you check "YES" to any of the above listed criteria you cannot claim a CE and must complete either an EA or EIS for your project to proceed. Please answer the following question:

F. SITE VISIT

Is the person preparing this form familiar with the site, and/or has a site visit been conducted?
☒ Yes ☐ No

DEFINITIONS

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Administrative: support for staff

Archaeological Site Protection and Stabilization projects that protect or stabilize an archaeological site listed in the National Register.

Archaeological Testing or Excavation. These are projects needed to carry out a treatment project or to mitigate the effects of treatment work, provided that the scope of the investigation is limited to the area affected, and the National Register eligibility of the HPF grant-assisted site is not destroyed. The archeological resources may be the primary focus for the development project, or they may be one component of a development project that focuses on a building, structure, or landscape.

Architectural Plans and Specifications/Bid Documents These were commonly referred to as blueprints in the past and they graphically and narratively describe the specific steps, methods, materials and treatments to be used in the physical alteration of a building, structure or landscape. Bid Documents refer to a final set of plans and specifications that are ready to be sent to contractors/consultants for project bidding. Architectural Plans and Specifications/Bid Documents must meet the Secretary of the Interior's Standards for the Treatment of Historic Properties and be prepared by a 36 CFR Part 61 qualified Historical Architect.

Building Condition Assessment (BCA) assesses a resource's current, existing conditions on a comprehensive basis. A condition assessment will prioritize the work necessary to rehabilitate, restore or preserve a property and may also include cost estimates and or a proposed budget. These reports include a discussion on building materials, failure of these materials, code violations and ADA accessibility. Condition assessments on buildings should be prepared by a 36 CFR Part 61 qualified Historical Architect and/or engineer.

Development projects are activities that physically preserve or restore historic properties or archeological sites, and may include exterior, interior, or historic landscape work, as well as limited updating of HVAC systems. *The Secretary of the Interior's Standards for the Treatment of Historic Properties* define appropriate preservation and restoration treatments for historic properties.

Historic Structure Report (HSR) A historic structure report provides documentary, graphic, and physical information about a property's history and existing condition. Broadly recognized as an effective part of preservation planning, a historic structure report also addresses management or owner goals for the use or re-use of the property. It provides a thoughtfully considered argument for selecting the most appropriate approach to treatment, prior to the commencement of work, and outlines a scope of recommended work. The report serves as an important guide for all changes made to a historic property during a project-repair, rehabilitation, or restoration-and can also provide information for maintenance procedures. Finally, it records the findings of research and investigation, as well as the processes of physical work, for future researchers. A HSR is much more extensive than a Building Condition Assessment (BCA), although its scope may contain a BCA among other subjects. HSRs should be prepared by a 36 CFR Part 61 qualified Historical Architect or engineer or both, often with the assistance of architectural or landscape historians.

National Register *National Register Listing* projects are those that lead to the preparation of nominations to the National Register of Historic Places.

Public Education: projects include, but are not limited to:

1. Activities to increase overall public awareness of technical preservation methods and techniques having application to historic properties
2. Dissemination of information to promote working relationships with the public and private sectors to achieve HPF objectives;
3. Explanation of historic preservation planning and/or the goals of the State Plan to State and local governments and to public or private audiences throughout the State; and

-
4. Dissemination of the results of grant-funded work, including explanation of accomplishments, problems, and issues directly related to grant-assisted activities to the State preservation constituency.

Planning: undertaking planning studies, historic contexts, ordinance or regulation development or guidelines that support local planning goals.

Predevelopment projects usually fall into four categories: building condition assessment, historic structure report, plans and specifications/bid document, or archaeological stabilization plans. Two or more of these may be required before a development project can be funded.

Preservation. "Preservation" as defined by the *Secretary of the Interior's Standards* is the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property.

Restoration. "Restoration" as defined by the *Secretary of the Interior's Standards* is the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period.

Secretary of the Interior's Standards. "Secretary of the Interior's Standards" shall mean *The Secretary of the Interior's Standards for the Treatment of Historic Properties* 1995, 36 CFR Part 68, or the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, 1983, 48 CFR 44716 and the specific standards and guidelines for Preservation Planning, Identification, Evaluation, Registration, and Documentation (historical, architectural and engineering, archaeological) that it encompasses.

Survey and Identification projects inventory either above ground resources such as buildings or below ground resources such as archaeological sites.

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MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER EXTENDING FOR 179 DAYS THE MORATORIUM ON THEATER AND
PERFORMANCE HALL PROJECTS WITH A CAPACITY EXCEEDING 2000 PEOPLE
IN THE CITY OF PORTLAND ESTABLISHED BY ORDER 9-25/26**

WHEREAS, the City of Portland continues to face significant and demonstrable parking pressure as a result of land development, tourism, and commerce on the Downtown Peninsula which has continued to create hardships for members of the public and commercial enterprises; and

WHEREAS, increased traffic before and after large events at theaters and performance halls are known to cause unsafe road conditions and strain parking resources; and

WHEREAS, as set forth in Table 18-A of the City of Portland Land Use Code, there are no parking minimums for theaters and performance halls, regardless of the anticipated capacity, and this issue requires further study and potential amendments to the Land Use Code in order to protect the public welfare and safety and prevent overburdening of public parking facilities; and

WHEREAS, section 14.6.8.14 of the City's Land Use Code only requires a 100-foot buffer in the B-3 and WCZ zones between businesses with entertainment licenses; and

WHEREAS, the City's Land Use Code does not require a larger buffer between large theaters and performance halls, which should be considered to protect public safety and ensure that these venues are not clustered and do not overburden public infrastructure and city services or create unsafe road conditions for pedestrians, bicycles and vehicles; and

WHEREAS, a larger buffer should also be considered to prevent serious public harm to the creative economy, character, and vitality of the City's downtown region and ensure existing venues are not displaced, jobs at those venues are not lost, and the unique character of Portland's arts community and its accessibility for all residents is not eroded; and

WHEREAS, along with a proposed development project's end use and impact on Portland's economy, the City must also consider the employment and workforce development opportunities that the construction of that project would and could

have on Portland's diverse workforce, including the establishment of labor standards related to health and safety, wages, benefits, registered apprenticeship participation, and local and diverse employment benchmarks, akin to those established in partnership with local labor unions; and

WHEREAS, on August 11, 2025, by Order 9-25/26, the City Council of Portland Maine implemented a Moratorium on theater and performance hall projects with a capacity exceeding 2000 people; and

WHEREAS, as required by Order 9-25/26, the City's Housing and Economic Development Committee held a meeting on November 18, 2025 during which it discussed a proposal by Councilors Pelletier and Ali to require, among other things, 750 feet of separation between large theaters and performance halls and requested that City staff prepare draft amendments to the City's Land Use Code to incorporate that requirement; and

WHEREAS, the Housing and Economic Development Committee did not meet in December 2025, but at its meeting on January 20, 2026, the Committee received an update from staff who indicated that proposed amendments to the Land Use Code were nearly complete and recommended that the Committee meet as soon as possible to review the amendments; and

WHEREAS, the Housing and Economic Development Committee scheduled a special meeting on February 3, 2026 to review the amendments, and, if the Committee supports the amendments, it is anticipated that the Committee will recommend that the amendments be reviewed by the Planning Board at its meeting on February 24, 2026, and send a recommendation to the Council thereafter; and

WHEREAS, the existing Moratorium is scheduled to expire on March 9, 2026, prior to consideration of proposed code amendments by the City Council; and

WHEREAS, the conditions that gave rise to the original moratorium persist, and the City is actively working to address them by pursuing amendments in accordance with the process initiated by Order 9-25/26.

NOW, THEREFORE, pursuant to its authority in 30-A M.R.S. §§ 3001 and 4356, and notwithstanding the provisions of 1 M.R.S. § 302, the Portland City Council hereby extends the existing Moratorium for an additional one hundred seventy-nine (179) days through September 4, 2026, on any and all proceedings, applications, petitions, and approvals required under the City's Land Use Code that were or have been pending before any officer, board, or agency of the City on or any time after December 1, 2024 for the development of new theaters or performance halls with a capacity exceeding 2000 people; and,

BE IT ORDERED, that no permit applications for any new theaters or performance halls with a capacity exceeding 2000 people shall be accepted, processed, reviewed, or approved by the City or the Planning Board for the period of this Moratorium; and

BE IT FURTHER ORDERED, that those provisions of the City's Land Use Code that are inconsistent or conflicting with the provisions of this Moratorium, are hereby repealed to the extent that they are applicable for the duration of this Moratorium, but not otherwise; and

BE IT FURTHER ORDERED, that during the time that this Moratorium is in effect, the City's Housing and Economic Development Committee, with the assistance of Housing and Economic Development and Planning staff, shall continue their review of the City Code, including, but not limited to, Chapters 4, 6, 14, and 15 and develop amendments for consideration by the Planning Board and City Council to address the concerns addressed in this Moratorium; and

BE IT FURTHER ORDERED, that this Moratorium shall remain in effect until the earlier of the effective date of amendments to the City Code adopted pursuant to this Moratorium or September 4, 2026, unless extended, repealed, or modified by the Portland City Council; and

BE IT FURTHER ORDERED, that to the extent any provision of this Moratorium is deemed invalid by a court of competent jurisdiction, the balance of the Moratorium that shall remain shall be considered valid; and

BE IT FURTHER RESOLVED, that this order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately.

MEMORANDUM
City Council Agenda Item

FROM: Greg Watson, Director

DATE: February 5, 2026

SUBJECT: Order 135-25/26 Approving the Purchase and Sale Agreement Between Carassas Holdings LLC and Portland RE: Portland Technology Park Property - Sponsored by Housing and Economic Development Committee, Pious Ali, Chair

SPONSOR: Councilor Pious Ali, Chair/Housing and Economic Development Committee, meeting held on February 3, 2026, and the vote was 4-0 to send this to the City Council for approval.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 2/23/2026

Final Action 2/23/2026

Can action be taken at a later date: Yes

Does this item involve a new contract with the City: Yes, and Corporation Counsel has approved the proposed Purchase and Sale Agreement.

PRESENTATION: Greg Watson, 3 Minutes

I. SUMMARY

The purpose of this item is for the City Council to review and vote to recommend approval of the proposed Purchase and Sale Agreement to sell Unit 1 at Portland Technology Park to Carassas Holdings, LLC.

II. AGENDA DESCRIPTION

The City created a seven-site land condominium in 2016 at Portland Technology Park (PTP) and sold Unit 1 to Patrons Oxford Insurance Company, leaving six sites undeveloped. In July 2025, the City received a letter of intent from Carassas Holdings, LLC, to purchase Condo Unit 1 at the PTP. The intended use of Unit 1 by Carassas Holdings, LLC, is to develop the site into flexible incubator space, featuring finished office space, private bathrooms, and drive-in doors. Staff brought this to the Housing and Economic Development Committee at its meeting on February 3, 2026, and the vote was 4-0 to forward this to the City Council with a recommendation of approval.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The Portland Technology Park is a 26-acre parcel located near the Maine Turnpike, just off Rand Road. With funding from the United States Economic Development Administration, infrastructure and utilities were installed in 2013.

The City received a letter of intent from a prospective purchaser in July, 2025, and sought guidance from the HEDC at the October 21, 2025, meeting in executive session. At the recent HEDC meeting held on February 3, 2026, the draft Purchase and Sale Agreement was presented for review and recommendation to the City Council, which the Committee voted 4-0 to recommend approval to the City Council. The prospective purchaser intends to develop the site into a flexible incubator space featuring finished office space, private bathrooms, and drive-in doors.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is the development of incubator space at Unit 1 at Portland Technology Park. This will yield direct revenue benefits to the City and create much-needed light industrial spaces for Portland businesses, contributing to the economic vitality of the City.

V. FINANCIAL IMPACT

There is no financial impact to the City as this is a sale of City property at Portland Technology Park, Unit 1, for \$200,000.

VI. STAFF ANALYSIS AND BACKGROUND

Staff recommend approval of the attached Draft Purchase and Sale Agreement. The sale of this condo unit will yield direct revenue benefits to the City, and will also create much-needed light industrial spaces for Portland businesses, contributing to the economic vitality of the City.

VII. RECOMMENDATION

At the HEDC meeting held on February 3, 2026, the Committee voted 4-0 to forward this item to the City Council with a recommendation of approval.

VIII. LIST ATTACHMENTS

1. Order - Authorizing PSA with Carassas Holdings re Technology Park
2. 1-29-2026 Carassas Holdings P&S MG

Prepared by:

Greg Watson, Director

Date: 02/05/2026

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN
CARASSAS HOLDINGS LLC AND PORTLAND RE: PORTLAND TECHNOLOGY
PARK PROPERTY**

ORDERED, that the Purchase and Sale Agreement with Carassas Holdings LLC for property at Portland Technology Park is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to execute the Purchase and Sale Agreement and whatever other documents are necessary to effect the intent and purpose of this Order and the Purchase & Sale Agreement.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT made this _____ day of _____, 2026 (the “Effective Date”) is by and between the **CITY OF PORTLAND**, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 (hereinafter referred to as "Seller" or “City”), and **CARASSAS HOLDINGS LLC and/or assigns**, a Maine Limited Liability Company, with a mailing address of 39 Immersion Driver, Scarborough, Maine 04074 (hereinafter referred to as "Buyer").

WITNESSETH

WHEREAS, Seller owns an approximately 3.47 acre parcel of land located at the Portland Technology Park, City of Portland, County of Cumberland, State of Maine, being known as Unit 1, LCE For Unit 1 on that certain Condominium Plat of Portland Technology Park Condominium, Rand Road, Portland, Maine dated March 9, 2016, prepared by SGC Engineering, LLC for the City of Portland – Declarant and recorded in the Cumberland Registry of Deeds on March 10, 2016, in Plan Book 216, Page 62 (the “Condominium Plat,” a copy of which is attached hereto as Exhibit A and made a part hereof), and that certain Second Amended Subdivision Plat of Portland Technology Park Condominium dated March 8, 2016, prepared by SGC Engineering, LLC for the City of Portland approved by the City of Portland Planning Board on December 8, 2015 and recorded in the Cumberland County Registry of Deeds on March 10, 2016 in Plan Book 216, Page 63 (the “Subdivision Plat,” a copy of which is attached hereto as Exhibit B and made a part hereof), and being further described as Unit 6 and Unit 7 of the condominium known as the Portland Technology Park Condominium, of which the Seller is the declarant as described in that certain Declaration of Condominium for the Portland Technology Park Condominium recorded in the Cumberland County Registry of Deeds on March 10, 2016, Book 32969, pages 97 as amended by a Certificate of Amendment To The Bylaws Of The Portland Technology Park Condominium Association dated December 14, 2018, recorded in the Cumberland County Registry of Deeds Book 35373, Page 323 (collectively, the “Declaration of Condominium”), together with all improvements, fixtures and rights appurtenant thereto, all as more particularly shown and depicted on Exhibit A (the “Property”). Title reference is made to a deed from Simon A. Snyder et alia to the City of Portland dated December 7, 1999 and recorded in the Cumberland County Registry of Deeds, Book 15211, Page 31; and

WHEREAS, Seller intends to sell the Property, and Buyer desires to acquire the Property and to construct on the Property a 20,000 square foot commercial building to use as a multi-tenanted warehouse/light industrial building (“Buyer’s Development”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. SALE.

Seller agrees to sell the Property, and Buyer agrees to purchase the Property in accordance with the provisions hereof. It is hereby agreed and acknowledged that the actual description of the Property shall be determined based on the title and related due diligence work to be completed by Buyer pursuant to this Agreement and that such description shall be subject to Buyer's and Seller's final review and approval before including the same in the Deed (as that term is defined below) to be delivered by Seller to Buyer as set forth and described below.

2. CONSIDERATION.

The consideration for the property shall be Two Hundred Thousand Dollars (\$200,000.00) ("Purchase Price"), payable as follows:

- (a) A deposit of Ten Thousand Dollars (\$10,000.00) to be paid by Buyer within two (2) business days of the Effective Date and held in escrow by Buyer's agent, Nate Stevens of The Boulos Company (the "Escrow Agent"), until closing and applied to the Purchase Price (or, if applicable, until returned to Buyer pursuant to this Agreement) (the "Deposit"); and
- (b) The Purchase Price, less the Deposit and any Extension Payments (defined below) to be paid by Buyer to Seller at closing by wire transfer, subject to the adjustments provided for in this Agreement.

3. TITLE AND DUE DILIGENCE.

- a. Due Diligence Period. Buyer will have from the Effective Date until 4:00 PM on the day that is one hundred twenty (120) days after the Effective Date (the "Due Diligence Period") to complete any surveys, environmental review, inspections, and title examinations, and to obtain any site plan approvals, and any other permits and regulatory approvals required for the construction of Buyer's Development. Upon satisfactory completion of Due Diligence Period, buyer shall pay Ten Thousand Dollars (\$10,000) as additional Earnest Money Deposit.
- b. Provided that Buyer is conducting its due diligence in good faith, Buyer shall have the right to one (1) thirty (30) day extension of the Due Diligence Period.
- c. Permitting Period. Buyer will have from the satisfactory completion of the Due Diligence Period, one hundred twenty (120) days to obtain all discretionary and administrative permits and approvals (the "Required Permits") for their intended development on the site.
- d. Buyer may extend the Permitting Period for one additional sixty (60) day period by written notice to Seller given prior to the expiration of the Permitting Period. If Buyer extends the Permitting Period, Buyer will pay Ten Thousand Dollars (\$10,000) as additional Earnest Money Deposit (the "Extension

Deposit”) in escrow within two (2) business days of the expiration of the Permitting Period.

- e. Deed. Seller shall convey the Property to Buyer at the closing in fee simple by municipal quitclaim deed with good and insurable title, subject to: (a) easements, privileges, restrictions, conditions, development rights, special declarant rights, and agreements created by or referred to in the Declaration of Condominium, as well as the matters shown or disclosed on the Condominium Plat and the Subdivision Plat, as may be amended; (b) provisions of (i) the Maine Condominium Act, and all amendments thereto; and (ii) the Declaration of Condominium, the bylaws and the plats and plans for The Portland Technology Park Condominium Association and all amendments or modification thereto; (iii) building, zoning and land use ordinances; (c) all restrictions required because the roadway serving the Portland Technology Park Condominium (including the Property), which roadway will continue to be owned by the Seller, was improved, in part, with funding from the United States Economic Development Administration (EDA), United States Department of Commerce, a copy of which restrictions is attached hereto as Exhibit C; and (d) such taxes and assessments, including common expenses allocable to the Property, if any, as are due and payable on the date of delivery of the Deed. At the closing, Seller shall execute and deliver to Buyer, against payment of the balance of the purchase price, a Municipal Quitclaim Deed without Covenant (the "Deed"). Further, Buyer acknowledges that the deed shall contain a restriction stating that in the event that the Property or any portion thereof shall be exempt from real and personal property taxes, by transfer, conversion, or otherwise, then the then-owner of the exempt portion shall make annual payments to the City in lieu of taxes in the amount equal to the amount of property taxes that would have been assessed on the exempt portion of the real and personal property situated on the Property had such property remained taxable.
- f. Title and Survey Objections. Buyer will have until the end of the Due Diligence Period to deliver to City any written objections to title, environmental, or survey matters (other than the permitted exceptions identified herein) that materially affect insurability or use. Objections not made prior to the end of the Due Diligence Period will be deemed waived; provided, however, that objections pertaining to matters of record first appearing after the end of the Due Diligence Period may be made at any time prior to the closing.
- g. Option to Cure. In the event of a title or survey objection, City will have the option, but not the obligation, to cure the objection and will notify Buyer of its election within ten (10) business days after receipt of the objection. In the event that the City elects to cure the objection, it will have sixty (60) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that the City does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to Buyer’s reasonable satisfaction, Buyer will have the option to (1) terminate

this Agreement and obtain a refund of the Deposit (after which neither party will have any further obligation or liability to the other under this Agreement), (2) waive the objection and close, or (3) undertake the cure of such objection at its own expense (in which case it shall have 60 days to do so).

4. INSPECTIONS

- a. During the Due Diligence Period, Buyer and its employees, consultants, contractors and agents shall have the right, at Buyer's expense, to enter on the Property at reasonable times in order to (i) inspect the same, (ii) conduct engineering studies, percolation tests, geotechnical exams, environmental assessments, and other such studies, tests, exams, and assessments, and (iii) do such other things as Buyer determines, in its sole discretion, to be required to determine the suitability of the Property for Buyer's intended use (collectively, the "Inspections"). The City acknowledges that such Inspections may include the digging of test pits, which the City hereby approves.
- b. Buyer agrees to defend, indemnify and hold harmless the City against any mechanics liens that may arise from the activities of Buyer and its employees, consultants, contractors and agents on the Property.
- c. Buyer shall exercise the access and inspection rights granted hereunder at its sole risk and expense, and Buyer hereby releases the City from, and agrees to indemnify, defend, and hold harmless the City against, any and all losses, costs, claims, expenses and liabilities (including without limitation reasonable attorney fees and costs) (collectively, "Damages") suffered by the City on account of any injury to person or damage to property arising out of the exercise by Buyer of its rights hereunder, except to the extent that such Damages result from the act or omission of the City.
- d. Buyer shall cause any contractors, consultants or any other party conducting the Inspections to procure automobile insurance, if applicable, and commercial general liability insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, listing the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law; the forms of all such insurance to be subject to City's Corporation Counsel's reasonable satisfaction.
- e. In the event that Buyer does not purchase the Property, Buyer agrees to either return the Property as nearly as possible to its original condition after conducting the Inspections; provided, however, the City hereby acknowledges and agrees Buyer shall have no obligation to clean-up, remove or take any other action with respect to any disturbance of any pre-existing environmental contamination on the Property caused by such inspections, studies, tests, exams, and assessments, and that Buyer shall have no obligation to clean-up, remove or take any other action with respect to any pre-existing environmental contamination disturbed thereby.

- f. The parties hereto acknowledge and agree that it is a condition to Buyer's obligations under this Agreement that the results of the Inspections be acceptable to Buyer in its sole discretion. If the results of such due diligence are not acceptable to Buyer in its sole discretion, and if Buyer exercises its right to terminate this Agreement, Buyer will be entitled to a refund of the Deposit, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.

5. REAL ESTATE TAXES, PRORATIONS AND TRANSFER TAX.

Buyer shall be liable for all real estate taxes beginning, as of the closing date and continuing thereafter. Because the Property is currently owned by the City of Portland, which is exempt from real estate taxes, no taxes will be assessed for the fiscal year during which the closing occurs and no taxes will be prorated at the closing, provided, however, that any assessments and utilities for the Property shall be prorated as of the closing. The Maine real estate transfer tax shall be paid by Buyer in accordance with 36 M.R.S.A. § 4641-A. Seller is exempt from paying the transfer tax pursuant to 36 M.R.S.A. § 4641-C. The recording fee for the deed of conveyance and any expenses relating to Buyer's financing or closing shall be paid for by Buyer.

6. RISK OF LOSS.

The risk of loss or damage to the Property by fire or otherwise, until transfer of title hereunder, is assumed by the Seller. The Property is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated. In the event Seller is not able to deliver the Property as stated, Buyer may terminate this Agreement and receive a refund of the Deposit.

7. PROPERTY SOLD "AS IS, WHERE IS."

Buyer acknowledges that Buyer has had an opportunity to inspect the Property, and to hire professionals to do so, and that the Property will be sold "as is, where is" and "with all faults." City, and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Property, or as to the fitness of the Property for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the Property. Acceptance by Buyer of the Deed at closing and payment of the purchase price shall be deemed to be full performance and discharge by the City of every agreement and obligation contained herein.

8. CLOSING.

Time is of the essence in the performance of this agreement. The closing shall be held at the offices of Buyer's counsel at a time agreeable to the parties on or before the day that is within thirty (30) days after the end of the Permitting Period (the "Closing Date"). At the Closing:

- a. the City shall execute, acknowledge and deliver to Buyer a municipal quitclaim deed without covenant conveying to Buyer good and insurable title to the Property, free and clear of all encumbrances except as otherwise set forth herein.
- b. Buyer shall deliver the Purchase Price to the City.
- c. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement.
- d. Buyer shall deliver evidence, reasonably satisfactory to City's Corporation Counsel, that the entity receiving title to the Property is in good standing under Maine law, and that the individuals acting at Closing and executing documents on behalf of Buyer are authorized to do so.

9. DEFAULT AND REMEDIES.

- a. In the event of Buyer's default under any of the terms, covenants or conditions of this Agreement, Seller shall have the right to retain the Deposit, any Extension Payments, and any interest accrued thereon as aforesaid as liquidated damages for the breach and not as a penalty therefor. The Buyer and Seller acknowledge and agree that (i) it is not feasible to determine accurately the measure of damages that will be caused to Seller by the Buyer's breach because the uniqueness of the Property at its location preclude the utility of comparable figures to determine the extent of damages and (ii) that the amount stated as liquidated damages is agreed to reasonably forecast the amount necessary to compensate Seller for its loss in the light of the circumstances stated in clause (i) and the attendant uncertainties in marketing the Property to another purchaser.
- b. In the event that Seller fails to close hereunder for a reason other than the default of Buyer, Buyer may, as its sole remedy therefor, and subject to the terms of this paragraph, either (i) enforce specific performance of this Agreement against Seller, or (ii) terminate this Agreement and receive the Deposit and the Extension Payments, plus any interest earned or accrued thereon.

10. SELLER'S RIGHT TO REPURCHASE

If Buyer does not commence construction of Buyer's Development within 18 months after the Closing Date, Seller shall have the right, but not the obligation, to repurchase the Property at the Purchase Price. Upon Seller's exercise of its right to repurchase the Property, Buyer shall convey the Property to Seller free and clear of all mortgages, liens, and other encumbrances, except as set forth in the Condominium Plat, the Condominium Declaration, and the Subdivision Plat. This right to repurchase shall be assignable by the City. The provisions of this Section 11 will survive closing and will be included in greater detail in the City's deed to Buyer or in a Declaration of Covenants, Conditions and Restrictions executed before or at the time of Closing, which shall be recorded in the Cumberland County Registry of Deeds.

11. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

12. ENTIRE AGREEMENT.

This Agreement represents the entire and complete Agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the Property hereunder. This Agreement cannot be amended except by written instrument executed by Seller and Buyer.

13. HEADINGS AND CAPTIONS.

The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.

14. GOVERNING LAW.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maine. The parties consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings, and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.

15. NOTICE.

Any notice required or permitted under this Agreement shall be deemed sufficient if mailed with first class postage affixed or delivered in person to:

FOR THE SELLER: City of Portland
 Attention: City Manager
 389 Congress Street
 Portland, ME 04101

FOR THE BUYER: Carassas Holdings, LLC
 39 Immersion Drive
 Scarborough, ME 04074

Either party may change their address for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

16. SIGNATURES; MULTIPLE COUNTERPARTS.

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a faxed, pdf or other reproduced or electronic document shall be considered

the equivalent of an original signature.

17. BROKERS.

Seller and Buyer each represents and warrants that neither has dealt with a real estate broker in connection with this transaction, other than that Seller has been represented by Nate Stevens of The Boulos Company, and that Buyer has been represented by Jon Rizzo of The Boulos Company. Nate Stevens' commission will be paid by Seller pursuant to the terms of a separate agreement between Seller and The Boulos Company, and Jon Rizzo's commission will be paid by Nate Stevens. Buyer agrees to indemnify and hold harmless Seller from any claims made by any broker should Buyer's representation in this paragraph be false. Subject to and limited by the defenses, immunities and limitations of damages available to the Maine Tort Claims Act, Seller agrees to indemnify and hold harmless Buyer from any claims made by any broker should Seller's representation in this paragraph be false. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim, and shall survive closing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

CITY OF PORTLAND

WITNESS

By: _____
Danielle P. West
Its City Manager

CARASSAS HOLDINGS LLC

WITNESS

By: _____
Name: _____
Its: _____

Exhibit A
[See Attached Condominium Plat]

Exhibit B
[See Attached Subdivision Plat]

Exhibit C

COMPLIANCE WITH EDA RESTRICTIVE COVENANTS

The Seller and Buyer acknowledge that the Property was improved, in part, with funding from the United States Economic Development Administration (EDA), United States Department of Commerce, EDA Project Number 01-01-08630 and is subject to the terms and conditions of the EDA financial assistance award. Consequently, all recipients or owners and/or their successors and assigns, agree as follows:

Real Property or tangible Personal Property improved with EDA Investment Assistance must be used in a manner that is consistent with the authorized general and specific purposes of the Award, in this case, commercial purposes and EDA policies concerning adequate consideration and environmental compliance; and any applicable provisions of 13 CFR §314. It may not be used in violation of the nondiscrimination requirements set forth in 13 C.F.R. §302.20 or for inherently religious activities prohibited by applicable federal law.

Buyer agrees to provide Seller and/or EDA with any document, evidence or report required to assure compliance with federal and state law, including, but not limited to, applicable federal and state environmental laws.

The use of the Property, (improved with EDA assistance), for any purpose other than the authorized purpose of the EDA grant, which in this case is commercial uses, is prohibited. This covenant shall remain in effect for a period of twenty (20) years.

MEMORANDUM
City Council Agenda Item

FROM: Troy Moon, Sustainability Director

DATE: February 4, 2026

SUBJECT: Order 136-25/26 Accepting and Appropriating \$10,000 in Resilient Communities Grant Funding from the Casco Bay Estuary Partnership - Sponsored by Danielle P. West, City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 2/23/2026

Final

Action 3/2/2026

Can action be taken at a later date: Yes If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: There is no contract associated with the award.

PRESENTATION: Sustainability Director Troy Moon will be present to answer any questions.

I. SUMMARY

Accepting a grant for \$10,000 from the Casco Bay Estuary Partnership to conduct a workshop about resilient land management practices on Great Diamond Island.

II. AGENDA DESCRIPTION

This order accepts a Resilience and Monitoring Grant from the Casco Bay Estuary Partnership in the amount of \$10,000. Funds from the grant will be used to host a workshop on Great Diamond Island to demonstrate land management strategies that protect coastal infrastructure by reducing erosion from stormwater runoff. The project will also develop educational materials describing techniques and best practices that will be made available to coastal property owners, landscape architects and designers, and landscaping companies who work on the coast in Casco Bay. The project is being conducted in collaboration with GDI residents and the Island Institute.

This item must be read on two separate days. This is its first reading.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Enhance coastal resilience along the coast.

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Accepting Casco Bay Estruary Grant for 10k
2. 2025Dec5 grant proposal

Prepared by:

Troy Moon, Sustainability Director

Date: 02/04/2026

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER ACCEPTING AND APPROPRIATING \$10,000 IN RESILIENT
COMMUNITIES GRANT FUNDING FROM THE CASCO BAY ESTUARY
PARTNERSHIP**

ORDERED, that \$10,000 in grant funding from the Casco Bay Estuary Partnership is hereby accepted and that amount appropriated to the Sustainability Office to support its Upland-to Bluff Stability Workshop for members of the Casco Bay Island community.

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute whatever documents are necessary or convenient to effect the intent and purpose of this Order.

Thanks for filling out this form: Full Application: CBEP Resilience and Monitoring Grants

1 message

Forms Response Receipts <forms-receipts-noreply@google.com>

To: thm@portlandmaine.gov

Fri, Dec 5, 2025 at 3:02 PM

Google Forms

Thanks for filling out this form: [Full Application: CBEP Resilience and Monitoring Grants](#)

You're receiving this email because you filled out the following form using your email address. **This form is owned by University of Maine System.** Make sure you recognize and trust this form before copying or clicking on any links. If it looks suspicious, **report it**.

Here's what was received.

Full Application: CBEP Resilience and Monitoring Grants

Welcome to the Full Application portal for Casco Bay Resilient Communities, Casco Bay Resilient Habitats, and Casco Bay Monitoring Infrastructure grant programs.

Applications must be submitted by 5:00 PM EST, Friday, December 5, 2025.

The application will automatically save in your Google Drive as you progress. Partially completed applications can be viewed and edited at any time by accessing the form while signed in to the same Google account the submission was started under. The application consists of three parts:

1. **Revised Pre-Application (optional)** – Access this section if your contact or organization information has changed since your pre-application submission.
2. **Program-Specific Applications** – There is a separate application for each program. Complete only the application for the program you are applying to.
3. **Budget and Supporting Document Uploads** – Please complete and upload the pre-formatted Excel budget spreadsheet, which can be [downloaded here](#). If you are unable to use the pre-formatted form or need assistance filling it out, please contact [Natalie Bingham](#) for support. Please upload any additional supporting documents (letters of support, maps, site photos, etc.). You will upload these in Section 7 of the Application.

If you require assistance accessing or completing this online form, or you have other general questions, please contact **Natalie Bingham**: natalie.bingham@maine.edu; 207-780-4306 to explore alternative options.

Please complete the application in full and carefully review all your responses before submitting. Once submitted, you will not be able to make any changes.

Email *

thm@portlandmaine.gov

Would you like to edit your Pre-Application? *

☐ Yes

☒ No

Program-Specific Application: CBEP Resilience and Monitoring Grants

Please choose one grant program category for your proposal. If you feel that your proposal spans multiple categories, choose the category that is the best fit overall, then provide more detail in your application.

Select the grant program category for which you were invited to submit an application. *

- ☒ Resilient Communities
- ☐ Resilient Habitats
- ☐ Monitoring Infrastructure

Resilient Communities Grant Application

Casco Bay Resilient Communities Grants support projects that increase climate resilience in Casco Bay watershed communities through planning initiatives or by building and strengthening community networks.

Amount Requested

(\$25,000 Maximum)

\$10,006

Total Project Cost

(May be the same as Amount Requested if there are no additional funding sources)

\$16556

Project Title

Provide a descriptive title for the project.

Scope of Work

Project Description

Provide a detailed description of your project, including its purpose and scope of work. Explain how the project aligns with the Resilient Communities program goals of advancing planning or strengthening networks to increase community resilience. (Max character count: 5000)

Our project seeks to educate residents and property members of the Casco Bay Island community about upland management practices that protect coastal bluffs and infrastructure by better managing stormwater. It will do this by documenting the design and implementation of an innovative project on a property adjacent to the public barge landing on Great Diamond Island. The property owners, John and Cathy Seibyl, have generously offered to collaborate by allowing documentation of the project, which is intended to serve as an example of best practices. In addition, the Seibyls have agreed to host a site visit as part of a one-day workshop where participants will observe the installation as it is under construction and learn from the design team about how it will protect the coastal bluff and reduce impacts on the barge landing. The project partners will develop a one day workshop program that will include discussions about how to implement projects similar to the one being implemented by the Seibyls that use techniques guided by the DEP's Our Shore program and best practices suggested by the Maine Geological Survey. Following the workshop, the partners will publish a case study that documents the project and discusses how the landscape design and plantings may be applicable to other locations in the region. The case study will be hosted on the City of Portland website and include a downloadable PDF document. The project team will document the project process and implementation beginning in the winter/spring of 2026. The onsite workshop will be held in late summer.

Grant funds will only support the public education portion of the project. This includes engaging a landscape architect and coastal engineer to develop a guidance document for implementing a project similar to the project being implemented by the Seibyls, which will serve as an example. The guidance will include important considerations property owners must take into account on their own properties such as storm water calculations, the existing conditions of the coastline, existing infrastructure, and exposure to wave action. It will also include planning and implementation of the one day workshop as well as the creation of the case study document to

be distributed after the workshop. The Seibyls are paying all of the costs related to implementing the project on their property including engineering, design, and construction. The public will benefit from their willingness to allow the project team to document their work as an example of how nature based solutions implemented upland from the shore can mitigate impacts to vulnerable shorelines.

This project will be aligned with Island Institute's Casco Bay Islands Resilience Collective work, helping to carry forward the ongoing education across the broader Casco Bay communities. Island Institute will provide staff time and coordination support to help get this specific project off the ground and ensure it aligns with regional resilience goals and shared learning opportunities. The workshop, to be held in the summer, will be similar in format to the Island Institute's workshop held on Little Diamond Island in September 2025. It will be an on-site, invitation-only workshop with the same or similar panelists (state agencies (MGS, DEP) and non-profit organizations (II, GPCOG). It will highlight a stable bluff that is showing early erosion signs, where upland drainage and other management issues can be addressed proactively. Invitees to this workshop will include municipal and community leaders, local property owners and landscaping companies who are willing and able to work on the Casco Bay Islands. Engaging local landscapers in this process will build professional capacity on the islands and help establish transferable best practices for shoreline resilience across Casco Bay.

Project Need

Clearly describe the problem or opportunity your project seeks to address. Explain why this project is important for the Casco Bay Watershed region and its communities. (Max character count: 5000)

This proposed project fills a key information gap in our community. We have spent the last two years educating our communities on shoreland mitigation issues through the "Calling Your Bluff" project (bluff and dune erosion primarily) and we believe that the time is now to address decisions that are being made upland from the shore.

The proposed demonstration site reflects conditions common across Maine's coastal and island communities: private and public properties sit directly adjacent to one another, and the resilience of one depends on the actions taken on the other. In this case, the site directly abuts the island's barge landing—the only point of access for essential community services such as trash removal, deliveries, and emergency transport. The City of Portland leases the barge landing from the homeowner's association.

Because this shoreline spans a public-private boundary, coordinated action is critical.

Managing upland drainage, stabilizing the shoreline, and addressing ongoing end-effect erosion cannot be solved by one property owner alone. This is increasingly true across coastal

Maine, where erosion and storm impacts do not follow parcel lines, and communities are finding success when landowners, local officials, and technical experts work together to develop solutions that benefit the whole area.

This project, which has been identified as a real gap among our island communities, is focused on identifying upland management solutions that are actually affordable for homeowners—options that don't require tens of thousands of dollars to implement. The real value of this effort is that it won't just apply to Great Diamond; it can work across other islands as well. We're aiming to collaborate with designers and practitioners who can help develop plans that are affordable and repeatable—maybe not fully generic, but adaptable for sites with similar conditions. One-off solutions aren't helpful to other communities; we need strategies that can be replicated across islands, in different shoreline settings, and on both public and private properties.

This public-private setting is replicated across the state. Decisions that communities and municipalities make for public or common property impacts private homes, and decisions that homeowners make impact critical public infrastructure. This grant proposal brings together the City of Portland and private homeowners in order to showcase how a public-private partnership can advance resilience efforts in Casco Bay.

Healthy upland areas are essential to the long-term health of Casco Bay. Activities and land uses in upland parts of the watershed directly affect the quantity and quality of water flowing into the Bay itself. Runoff from developed or poorly managed uplands can carry sediments, nutrients, and pollutants that degrade water quality, harm habitat, and contribute to coastal issues such as algal blooms and eelgrass loss.

This workshop will build local capacity to manage upland lands in ways that protect water resources and shore up our coastline. By bringing together landowners, municipal officials, non-profits and landscapers, the proposed workshop will share practical tools and science-based strategies for erosion control, stormwater management, habitat connectivity, and climate resilience.

The Casco Bay Watershed faces increasing development pressures and more intense storm events associated with climate change. Proactive upland management helps buffer these impacts, reducing downstream flooding, maintaining water quality, and preserving the ecological integrity of the Bay. Supporting this workshop will strengthen community partnerships and promote stewardship practices that benefit both upland ecosystems and Casco Bay itself.

The project will produce an educational resource that community members can use to understand and replicate similar projects. It will summarize key engineering and design considerations, relevant permitting requirements, stormwater factors, site conditions that guide plant selection, and how to evaluate whether upland management can effectively reduce erosion. The resource will also include photos documenting major stages of implementation.

Timeline

Present a detailed and realistic timeline for project activities. Include key milestones and the anticipated completion date.

January 2026: Grant monies received.

February 2026: Observe the project development undertaken by the homeowners to include selection of a design/engineering firm, provide recommendations to align the project with BMPs and guidance from DEP's Our Shore and recommendations from ME Geological Survey.

March 2026: Work with the design/engineering firm to begin developing the technical resource for implementing upland management projects. Begin plan for Workshop.

April-June 2026: Homeowners work with local landscapers to implement the plan. Project team documents progress at each stage of construction.

Early Summer 2026: Continue to plan and market workshop

August 2026: Conduct workshop

September-October 2026: Wrap up and write report on best-practice recommendations

November - February 2027: Publish best practices document on the City of Portland website.

Share information widely with the public.

Outcomes and Deliverables

What specific outcomes do you aim to achieve through this project? Describe the deliverables you plan to produce (e.g., plans, ordinances, workshops) and how they align with the project's scope. Highlight the potential for tangible, lasting impacts on community resilience.

1. Site-Specific Upland Management Design Plan:

- * Professionally developed design and planting plan produced in partnership with landscape architects and state experts (DEP, MGS).

- * Recommendations addressing drainage, turf-to-edge landscaping, compacted soils, vegetation transitions, species selection, and upland runoff mitigation.

- * Drainage and erosion risk analysis specific to the public-private interface at the barge landing.

- * A set of transferable best-practice recommendations for similar upland sites across Casco Bay.

2. Documentation of Demonstration Project Implementation:

- * Document the installation of recommended upland practices (vegetation, drainage

improvements, groundcover, soil amendments) performed by the landowner and landscaper.

- * Documentation of the installation process for educational use (photos, notes, sequencing).

- * A “before, during, after” photo set for regional outreach.

3. Workshop Curriculum + On-Site Demonstration Tour:

A one-day workshop on Great Diamond Island including:

- * Introductory training from MGS/DEP on upland management and its impact on shoreline resilience

- * Expert-led small group field tours of the active demonstration site

- * Discussions of aging riprap, end-effect erosion, groundwater influences, and homeowner decision points

- * Lunch and a moderated expert panel + Q&A

- * Integration of lessons from the 2025 Little Diamond Living Shoreline Workshop to maintain continuity:

Workshop Materials (Consultant Deliverables):

To support hands-on learning, the consultant team will produce:

- * Design Process Report w/ Graphics – a step-by-step visual guide to the upland management workflow, including production-ready diagrams and layout.

- * Planting Installation & Maintenance Booklet – an illustrative guide with recommended species, installation techniques, and best maintenance practices for Casco Bay shorelines.

- * Workshop Graphics & Materials – educational visuals, handouts, and simplified diagrams to support homeowner understanding.

- * Post-Installation Documentation – photographs and interpretive diagrams evaluating long-term performance and offering guidance on monitoring and maintenance.

These materials will be used during the on-site workshop and will provide participants with clear, accessible guidance.

4. Post-Workshop Summary + Regional Dissemination Package

A public-facing summary documenting:

- * Key takeaways

- * Recommendations

- * Photographs

- * Transferable practices

- * Observations from experts

- * Dissemination will occur through the City of Portland, Casco Bay Islands Resilience Collective, Casco Bay Island Climate Cooperative, volunteer networks, and partner municipalities.

5. Regional Knowledge Transfer:

- * A short Lessons Learned: Upland Management on Casco Bay Islands brief suitable for inclusion in the Casco Bay Resilience Toolkit.

- * Shared outreach via the Island Institute and the wider Casco Bay watershed (neighboring towns, other islands, regional organizations).

Project Team

List the roles and responsibilities of your team members and any partner organizations. Describe the qualifications and expertise of your team, demonstrating their capacity to execute the project successfully.

City of Portland Sustainability Office: Grant administrator. Lead community-centered engagement to ensure the project reflects local needs. Provide scientific expertise to inform upland management strategies. Manage grant compliance, reporting, contracts and budget tracking. Collaborate on development of education resources. Host educational materials on website.

Great Diamond Island Partnership: Grant execution – to include project oversight, tracking costs and reporting to the City, submitting any needed project updates, making materials available to partners, coordinating and communicating about the project. Build local capacity to implement long-term actions. Report regularly to the City of Portland to support grant compliance. Facilitate regular partner meetings and maintain the overall project timeline. Consolidate information for the City to provide the granting agency.

Island Institute:

The Shore Corps Steward (SCS) hosted by Island Institute will attend the initial site assessment alongside the contracted landscape designer. Building on other coastal erosion site assessments for the Casco Bay Islands Resilience Collective, the SCS will identify shared environmental conditions to demonstrate how recommendations produced for the Upland Management Workshop may be applied to other properties. The SCS will ensure the selected upland management plan and associated education materials align with DEP's OURSHORE and Maine Geological Survey recommendations for shoreline stabilization. Island Institute staff will assist with the development of the workshop and provide meeting facilitation and moderation at the workshop.

Casco Bay Island Climate Cooperative: Contribute to overall project design; partner with grantees to identify and invite workshop participants; extend reach of education efforts to the other islands.

Engagement and Equity

We encourage projects that involve or benefit one or more of the following priority populations:

- Small communities (population 4,000 or less)
- Rural community

- Low-income towns
- Towns with limited staff capacity
- New Mainers
- Indigenous-led and -serving organizations
- Working lands or waterfront economy community

Engaged Groups

Identify the groups or populations your project will engage, particularly vulnerable or historically disadvantaged groups. Explain why these groups were selected and how the project will address their specific needs.

The project is largely being implemented by island residents committed to ensuring that natural solutions be implemented to manage and mitigate coastal erosion resulting from sea level rise and intense storms. Across the Casco Bay Region, there are active volunteers on the major islands who can be contacted to support and market this event (including Cliff, Great Diamond, Little Dimond, Peaks, the Town of Long Island, and the Town of Chebeague). This group of volunteers, (formally known as the Casco Bay Islands Climate Cooperative) is already actively working with the Island Institute on their Casco Bay grants, and with GPCOG on their Bluff Project.

Partners including the City of Portland and the Island Institute are involved to provide organization resources and staff capacity to implement the project and help share the educational resources broadly amongst island communities.

Engagement Strategies

Describe the methods you will use to engage these groups throughout the project. Highlight any innovative or collaborative approaches that will ensure meaningful participation.

Leaders and volunteers from all of the Casco Bay islands are engaged in the work related to this project. They are embedded in their communities and will use their social networks to recruit workshop participants and to share knowledge. Partners, including the City of Portland and the Island Institute will use their websites and other platforms to more broadly share resources.

Collaboration

How will you involve stakeholders and partners in co-developing goals, work plans, and deliverables? Include details about how you will foster partnerships with non-traditional or historically excluded groups.

Project success depends on collaboration between island stakeholders, including the property owners who are offering their self funded project as a model to follow. Stakeholders from other Casco Bay island are eager to participate as indicated by letters of support from neighboring islands. Off island partners play a supporting role to ensure the island volunteers have capacity to execute the program.

Equity and Inclusion Outcomes

Describe how your project will promote equity, diversity, and justice. What outcomes or impacts do you anticipate for the groups or populations you are engaging?

The project increases the capacity of island residents to implement local strategies that enhance coastal resilience.

Budget and Supporting Documents Upload

Budgets made using the pre-formatted excel spreadsheet are preferred. Please complete and upload the pre-formatted Excel budget spreadsheet, which can be [downloaded here](#).

File names should follow the format:

Organization_Grant Program_Budget.xlsx

For example: MyTown_Resilient Communities_Budget.xlsx

If you are unable to upload your budget or supporting documents (if they are too large for the form to accept for example) please email them directly to **Natalie Bingham**: natalie.bingham@maine.edu

Please attach a copy of your proposed Budget.

Submitted files



Portland_Resilient Communities_Budget - Troy Moon.xlsx

Please attach any additional supporting documents (letters of support, maps, site photos, etc.)

Submitted files



barge landing - Troy Moon.JPG



Seibyl waterfront - Troy Moon.JPG



Upland Mgt Letters of Support - Troy Moon.pdf

Before Pressing Submit:

Please review all your responses carefully and ensure your application is complete. Changes cannot be made after submission.

[Create your own Google Form](#)

[Does this form look suspicious? Report](#)

MEMORANDUM
City Council Agenda Item

FROM: Greg Watson, Director
Greg Jordan, Assistant City Manager

DATE: February 5, 2026

SUBJECT: Order 137-25/26 Accepting and Appropriating a \$1,000 Donation from Justin Alfond for the City's Natural Helpers Program - Sponsored by Danielle P. West, City Manager

SPONSOR: Mayor Mark Dion
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 2/23/2026

Final Action 3/2/2026

Can action be taken at a later date: Yes

Does this item involve a new contract with the City: No.

PRESENTATION: Greg Watson will be present to answer any questions.

I. SUMMARY

This would accept a \$1,000 donation from Justin Alfond for the Natural Helpers Program.

II. AGENDA DESCRIPTION

This item would accept and appropriate a \$1,000 donation from Justin Alfond in support of the Natural Helpers Program administered by the City's Office of Economic Opportunity (OEO).

The Natural Helpers Program is based on national best practices designed to improve the inclusivity of government services and programs. It relies heavily on a partnership between the City and community leaders to help connect minority communities to resources in order to achieve a working, sustainable lifestyle in Portland.

This item must be read on two separate days. This is its first reading.

III. BACKGROUND

See above.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is to appropriate these funds for the Natural Helpers program of activities.

V. FINANCIAL IMPACT

There is no financial impact to accept and appropriate this donation.

VI. STAFF ANALYSIS AND BACKGROUND

Staff recommends to accept and appropriate this donation to the Natural Helpers Program of activities.

VII. RECOMMENDATION

Staff recommends to accept and appropriate this donation to the Natural Helpers Program of activities.

VIII. LIST ATTACHMENTS

1. Order - Accepting Donation from Justin Alfond for 1k to Natural Helpers

Prepared by:
Greg Watson, Director
Greg Jordan, Assistant City Manager
Date: 02/05/2026

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER ACCEPTING AND APPROPRIATING A \$1,000 DONATION FROM JUSTIN
ALFOND FOR THE CITY'S NATURAL HELPERS PROGRAM**

ORDERED, that a \$1,000 donation from Justin Alfond is hereby accepted and that amount appropriated to the Office of Economic Opportunity to support its Natural Helpers Program; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute whatever documents are necessary to effect the intent and purpose of this order.

MEMORANDUM
City Council Agenda Item

FROM: Melissa Graffam
DATE: February 6, 2026
SUBJECT: Order 138-25/26 Approving Agreement Between the Maine Department of Transportation and Portland RE: Improvements to Franklin Street and Marginal Way
- Sponsored by Danielle P. West, City Manager

SPONSOR: Danielle West, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading 2/23/2026

Final Action 3/2/2026

Can action be taken at a later date: Yes

Does this item involve a new contract with the City: Corporation Counsel has advised on this issue.

PRESENTATION: N/A

I. SUMMARY

City Council is being asked to approve the attached Municipal/State Agreement, which requires the City to maintain equipment and related facilities associated with a pending signal replacement project at Franklin Street and Marginal Way.

II. AGENDA DESCRIPTION

This project is being administered through MaineDOT's Multimodal Program. MaineDOT proposes to pay 100% of the project costs for updating traffic signal equipment at Franklin Street and Marginal Way, as well as adjustments at the Exit 7 Ramps and improved detection at the Fox/Somerset intersection. By signing the partnership agreement, it enables MaineDOT to proceed with the project, which obligates the City to ongoing maintenance of the equipment following project completion.

This item must be read on two separate days. This is its first reading.

III. BACKGROUND

The signal replacement project is part of MaineDOT's 2026 Work Plan, but was initiated back in 2021 by the Department. The scope of the project includes a new controller cabinet, wiring, multi-modal detection, ramp queue detection, signal heads, and ADA equipment at the Franklin Street/Marginal Way/Exit 7 intersection. A new coordination plan will be provided and integrated into the nearby intersection at Fox and Somerset Street with Franklin, which will also receive new multi-modal detection. The City's obligation will be to maintain the equipment once the project is completed.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The project will result in improved, more flexible operations at a key intersection, with better visibility of signal indications with brighter signal heads and retroreflective borders. Additional "blankout" signage that activates when pedestrians are crossing at crosswalks will be provided, which generally improves driver yield rates. Lastly, a new crosswalk is proposed for the east side of the intersection, which will allow pedestrians to walk over to the state-owned Park and Ride facility. All of these changes are anticipated to have a beneficial impact on safety at this location, in keeping with Vision Zero goals.

V. FINANCIAL IMPACT

As previously discussed, MaineDOT will pay 100% of the project costs. The equipment at Franklin and Marginal is from a variety of eras and technology types, requiring ongoing interventions by DPW Traffic Operations staff. Replacing with new equipment is expected to actually reduce maintenance costs, saving the City money.

VI. STAFF ANALYSIS AND BACKGROUND

This project was originally administered by the City, but MaineDOT has assumed management due to its interface with the I-295 system. In addition, the work will coordinate as feasible with the ongoing Franklin Street project being overseen by the Planning & Urban Development Department.

VII. RECOMMENDATION

The Department of Public Works recommends approving and signing the subject agreements to allow the State to replace traffic signal equipment at the Franklin/Marginal/I-295 intersection.

VIII. LIST ATTACHMENTS

1. Order - Approving MDOT Agreement re Franklin and Marginal Way
2. 25089.00 App B_Bic-Ped Facility Maint
3. 25089.00 App B_Ltng_Flash Beacon_Sign_LightsOper_Maint (1)
4. 25089.00 App B_Ltng_Flash Beacon_Sign_LightsOper_Maint
5. 25089.00 App B_Traffic Signal Operation & Maint
6. 25089.00 Basic Municipal-State Agreement

Prepared by:

Melissa Graffam

Date: 02/06/2026

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING AGREEMENT BETWEEN THE MAINE DEPARTMENT OF
TRANSPORTATION AND PORTLAND
RE: IMPROVEMENTS TO FRANKLIN STREET AND MARGINAL WAY**

ORDERED, that the Agreement between the Maine Department of Transportation (MaineDOT) and the City of Portland for improvements to Franklin Street and Marginal Way is hereby approved in substantially the form attached hereto:

- WIN 025089.00, MaineDOT Municipal-State Agreement for Proposed Improvements to Franklin Street and Marginal Way

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or designee to execute said document and any other related documents necessary or convenient to carry out the intent of said documents and this order.

Project Information

Municipality Name: Portland

Federal Aid Project #: 2508900

WIN: 025089.00

APPENDIX B

PERPETUAL BICYCLE/PEDESTRIAN FACILITY MAINTENANCE

MAINE DEPARTMENT OF TRANSPORTATION

Transportation Improvement Project

The Municipality shall maintain the completed Project for the duration of its useful design life, as determined by generally accepted engineering standards. Maintenance shall consist of general upkeep and repairs necessary to preserve year-round public access, including for persons with disabilities, with only isolated or temporary interruptions in accessibility. This maintenance obligation shall include reasonable snow removal efforts, in accordance with the requirements of 23 USC §116 and 28 CFR §35.133. ***This Maintenance section shall survive the expiration of this Agreement.***

Project Information

Municipality Name: Portland
Federal Aid Project #: 2508900
WIN: 25089.00

APPENDIX B
PERPETUAL OPERATION AND MAINTENANCE
OF
LIGHTING/FLASHING BEACON
AND/OR SIGNAGE WITH ASSOCIATED LIGHT(S)

MAINE DEPARTMENT OF TRANSPORTATION

Transportation Improvement Project

- A.** The Municipality agrees to operate and maintain the intersection lighting at Frankling Street and Marginal Way installed under the Project in such a manner as is necessary to preserve the use and function thereof as designed and intended by the Project as follows:
1. The Municipality shall repair or correct all malfunctions and deficiencies with the items referenced in Section A above expeditiously. Any failure to correct the above referenced items to function as designed could, upon written notification from MaineDOT, result in MaineDOT making all necessary repairs at the Municipality's expense.
 2. The Municipality agrees to be responsible for electrical service for the above referenced items and agrees to execute any necessary documentation required to establish such service and provide any local permits necessary for installation of such service, if applicable.
 3. The Municipality shall preserve and maintain the visibility of the above referenced items at all times by removing all visual impairments thereto.
 4. The Municipality shall make no operational changes or modifications to the above referenced items without the express written approval of MaineDOT.
 5. The Municipality shall notify MaineDOT in writing prior to any removal or replacement of the above referenced items.
 6. The Municipality shall maintain all signs and striping necessary or incidental to the operation of the above referenced items as furnished and installed under the Project.
 7. The Municipality agrees to maintain the above referenced items with equipment technology equal to or greater than what has been installed.
- B.** The Municipality shall implement a Traffic Control Plan in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) including a provision for Municipality employees and/or contractors entering the State's right-of-way for long-term maintenance.

This Appendix shall survive the expiration of this Agreement.

APPENDIX B
PERPETUAL OPERATION AND MAINTENANCE
OF
LIGHTING/FLASHING BEACON
AND/OR SIGNAGE WITH ASSOCIATED LIGHT(S)

MAINE DEPARTMENT OF TRANSPORTATION

Transportation Improvement Project

- A.** The Municipality agrees to operate and maintain the intersection lighting at Frankling Street and Marginal Way installed under the Project in such a manner as is necessary to preserve the use and function thereof as designed and intended by the Project as follows:
1. The Municipality shall repair or correct all malfunctions and deficiencies with the items referenced in Section A above expeditiously. Any failure to correct the above referenced items to function as designed could, upon written notification from MaineDOT, result in MaineDOT making all necessary repairs at the Municipality's expense.
 2. The Municipality agrees to be responsible for electrical service for the above referenced items and agrees to execute any necessary documentation required to establish such service and provide any local permits necessary for installation of such service, if applicable.
 3. The Municipality shall preserve and maintain the visibility of the above referenced items at all times by removing all visual impairments thereto.
 4. The Municipality shall make no operational changes or modifications to the above referenced items without the express written approval of MaineDOT.
 5. The Municipality shall notify MaineDOT in writing prior to any removal or replacement of the above referenced items.
 6. The Municipality shall maintain all signs and striping necessary or incidental to the operation of the above referenced items as furnished and installed under the Project.
 7. The Municipality agrees to maintain the above referenced items with equipment technology equal to or greater than what has been installed.
- B.** The Municipality shall implement a Traffic Control Plan in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) including a provision for Municipality employees and/or contractors entering the State's right-of-way for long-term maintenance.

This Appendix shall survive the expiration of this Agreement.

Project Information

Municipality Name: Portland

Federal Aid Project #: 2508900

WIN: 025089.00

APPENDIX B

PERPETUAL TRAFFIC SIGNAL OPERATION AND MAINTENANCE

MAINE DEPARTMENT OF TRANSPORTATION

Transportation Improvement Project

- A. As part of the WIN referenced above a traffic signal is being installed in accordance with the plans and specifications developed for the project, to which reference is hereby made for a more specific description thereof. MaineDOT shall retain all ownership of the traffic signal and all equipment appurtenant thereto.
- B. Unless otherwise approved, the Municipality agrees to operate and maintain the traffic signal to function as designed and installed by MaineDOT as necessary to preserve the use and function thereof as described below:
1. All malfunctions and deficiencies in the traffic signal or any equipment appurtenant that is not covered by warrantee shall be repaired or corrected expeditiously in accordance with the Institute of Transportation Engineer's (ITE) "Traffic Signal Installation and Maintenance Manual". Any failure to repair or correct the traffic signal to function as designed could, upon written notification from MaineDOT, result in MaineDOT making all necessary repairs at the Municipality's expense.
 2. Maintain the signal with equipment technology equal to or greater than what has been installed.
 3. The visibility of the traffic signal shall be preserved and maintained at all times by removing any visual impairment thereto.
 4. Except in the case of an emergency, no change in operation or modification to the traffic signal or any equipment appurtenant thereto shall be made without the express written approval of MaineDOT.
 5. MaineDOT shall be notified in writing prior to any removal or replacement of the traffic signal or any equipment and appurtenant thereto. Upon removal, such traffic signal or equipment shall be returned to MaineDOT, at no cost to MaineDOT, unless otherwise agreed upon in writing.
 6. The Municipality agrees to be responsible for the electrical service for the traffic signal and agrees to execute any necessary documentation required to establish such service and provide any local permits necessary for the installation of such service.
 7. The Municipality agrees to maintain all pavement markings (including stop bars, lane use arrows and all striping necessary to delineate the turning lane) and all traffic control signs as furnished under the project.
- C. **TRAFFIC CONTROL PLAN.** The Municipality shall implement a Traffic Control Plan in compliance with the Manual on Uniform Traffic control Devices ("MUTCD") including a provision for Municipal employees and/or contractors entering the State's right-of-way for long-term maintenance.

This Appendix shall survive the expiration of this Agreement.

Rev. 6/15/18



MaineDOT use only	
AMS Advantage #:	_____
CSN #:	_____
PROGRAM:	_____

**MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT**

PROPOSED IMPROVEMENTS TO FRANKLIN STREET AND MARGINAL WAY

(MaineDOT Use Only)

Project Location: <u>Portland</u>	Estimated Municipal Share: <u>\$0.00</u>
State WIN: <u>025089.00</u>	Vendor Customer #: <u>PORTLAND</u>
Federal Aid Project #: <u>2508900</u>	Agreement Begin Date: <u>2/16/2026</u>
	Agreement End Date: <u>5 years from the date last signed below</u>

This Agreement is entered into between the **Maine Department of Transportation** (hereafter **MaineDOT**) and the **Municipality of Portland**, a municipal corporation located in the County of Cumberland (hereafter the “Municipality”) (collectively hereinafter the “Parties”).

RECITALS

- A. The scope of work that is the subject of this Agreement consists of traffic signal replacement and pedestrian ramp upgrades at the intersection of Franklin Street and Marginal Way. in Portland, Maine, (hereafter the “Project”).
- B. The Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the programmed budget, using a process that maximizes communication and cooperation between the Parties.
- C. This Agreement is intended to cover the roles and responsibilities of the Parties during the design, permitting and right-of-way phases of Project development from Project inception through completion of the Project’s Plans, Specifications and Estimate (PS&E). This Agreement is further intended to establish the financial obligations of each Party, including that of full Project development through construction.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing, the Parties agree as follows:

- D. The following checked appendices are hereby incorporated into this Agreement by reference, and any perpetual maintenance appendices shall survive the expiration of this Agreement:
 - ☐ Appendix A – Project scope, cost sharing, and payment schedule (*not required for non-monetary agreements.*)
 - ☒ Appendix B – Perpetual Bicycle/Pedestrian Facility Maintenance
 - ☐ Appendix B – Perpetual Drainage Maintenance
 - ☐ Appendix B – Perpetual Landscape Maintenance
 - ☒ Appendix B – Perpetual Operation and Maintenance of Lighting/Flashing Beacon and/or signage with associated light(s)
 - ☒ Appendix B – Perpetual Traffic Signal Operation and Maintenance

- ☐ Appendix B – Perpetual Traffic Signal Operation and Shared Maintenance
- ☐ Appendix B – Perpetual Bridge Lighting/Approach Lighting Maintenance & Snow Plowing
- ☐ Appendix C – Additional work requested by Municipality

E. Agreement Administration:

1. MaineDOT agrees to procure and administer a contract to construct the Project in accordance with the plans and specifications developed by MaineDOT. This would include any additional plans, specifications and estimates furnished by the Municipality and approved by MaineDOT. When applicable, refer to Appendix A of this Agreement for the outline of the scope, limits of work and cost sharing.
2. MaineDOT shall be the sole administrator of the contract to construct the Project. MaineDOT will pay all Project costs, subject to cost sharing by the Municipality, when applicable, as specified in this Agreement. Neither MaineDOT nor its contractors will be required to pay for inspections and permits from the Municipality.
3. The Municipality agrees that MaineDOT and its contractors are exempt from all local ordinances, including but not limited to the Municipality Noise Ordinance.
4. Upon acceptance of plans, specifications and estimates (PS&E), MaineDOT shall solicit competitive bids for the Project. Upon acceptance of the lowest acceptable responsive, responsible bid to construct the Project and fulfillment of all terms set forth herein, MaineDOT will submit the information to the Municipality, who will have up to five (5) business days to review the information and notify MaineDOT of any questions or concerns. If MaineDOT is not presented with any questions or concerns in the time allotted all decisions pertaining to the acceptance of the bids, the award and administration of the contract and all payments thereunder shall be the sole discretion of MaineDOT.

F. Changes to Project Scope:

5. The Municipality, at its election, may request that changes be made or work added to the Project during the period of construction, provided the Municipality agrees in writing to pay any additional cost plus an amount not to exceed ten (10%) percent of such construction cost to cover all necessary engineering, inspection and administrative costs associated therewith, unless specified otherwise. All such requests shall be subject to MaineDOT approval. In the event that the cost of these changes or work are approved for federal participation, the Municipality's additional cost may be reduced by the amount of the federal contribution.

G. Traffic Control:

6. The Municipality agrees to allow MaineDOT's contractor to control all traffic through the work areas in accordance with the Traffic Control Plan approved by MaineDOT. The development of the Traffic Control Plan will follow the process outlined below:
 - i. MaineDOT's Project Manager (PM) will, when possible, submit the Project for Traffic Analysis and Movement Evaluation (TAME), approximately one year prior to advertisement. Once the results are received, the PM/Regional Traffic Engineer will

discuss the proposed Project with the Municipality (scope, limits, day or night work, work window, etc).

- ii. The Municipality will comment on their concerns/issues related to the Traffic Control Plan within two (2) weeks of receipt.
- iii. MaineDOT's PM & Designer will incorporate these comments where practical based on engineering judgment.
- iv. If the Municipality desires, a meeting will be held prior to PS&E to review the Project design, Special Provision 105 – Limitations of Operations, Special Provision 107 - Time, etc.

H. Utilities:

- 7. The Municipality will, at no cost to MaineDOT, assure proper adjustment, relocation, or repair of any portion of a utility service, whether above or below ground, that is located within the limits of the highway right-of-way and connected to any municipal utility, which might become necessary to permit construction of the Project. The Municipality agrees to hold MaineDOT harmless from any claims for damages occurring as a result thereof.
- 8. The Municipality agrees that during and after construction it will apply the requirements of the most recent version of MaineDOT's "Utility Accommodation Rules" as the minimum guidelines not withstanding any municipal rules that are more lenient.
- 9. To the extent that it is statutorily responsible therefore, the Municipality agrees to provide utilities, and to maintain all improvements and fixtures constructed, installed or furnished as a part of the Project in such a manner as necessary to preserve the use and function thereof for the expected period of their normal useful life as determined by accepted engineering and/or industry standards. To the extent any warranty exists for said improvements or fixtures, said warranty shall be first relied on by MaineDOT to address maintenance and/or repairs described in this paragraph.

I. Governing Law:

- 10. The Municipality agrees that except for an emergency, or as allowed in 23 M.R.S.A. § 3351-A, it will prohibit the excavation of the highway within the limits of the Project for a period of at least five (5) years after completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. Thereafter, all future excavations within the right-of-way of the Project shall be regulated and controlled in the manner specified by MaineDOT in its most recent "Utility Accommodation Rules", which is incorporated herein and made a part hereof by reference.
- 11. The Parties agree to: comply with and abide by all applicable State and Federal laws, statutes, rules, regulations, standards and guidelines, including the MUTCD and OSHA standards, and Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.

J. Municipality's Responsibility:

12. When applicable, if the Municipality withdraws its financial support for the Project, leading MaineDOT to terminate the Project, the Municipality shall reimburse MaineDOT fully for all Project costs incurred in reliance on the Municipality's financial obligations outlined herein, including, but not limited to, reimbursement of all federal and state funds expended up to the time of such termination. If the Municipality fails to reimburse MaineDOT for such costs incurred, after receiving an invoice seeking such reimbursement, MaineDOT may exercise its rights of set-off to recover the requested amount.
13. The Municipality agrees to alter, move, relocate or remove, or cause to be, at no cost to the Project, any municipal property, including all fixtures, facilities or monuments, located on, under or above the ground, as necessary to permit construction of the Project, which has not otherwise been provided for during the development of the Project. Any work necessary to do so during the period of construction shall be coordinated with the contractor for the Project.
14. The Municipality will be responsible to keep new or replaced/rehabilitated pedestrian facilities in usable condition including snow and ice control.
15. The Municipality agrees to keep the right-of-way of the Project inviolate from all encroachments and agrees to remove, or cause to be removed, anything that may encroach thereon.
16. When applicable, the Municipality agrees to regulate all entrances to the highway within the limits of the Project in accordance with the provisions of 23 M.R.S.A. § 704.
17. When applicable, the Municipality agrees to limit all on-street parking to the parking spaces as designed and constructed under the Project.

K. Termination:

18. MaineDOT reserves the right to terminate the Project for any reason prior to the award of a contract to construct the Project. MaineDOT also reserves the right to terminate all provisions pertaining to work requested by the Municipality at any time prior to the award of a contract to construct the Project due to failure by the Municipality to comply with any of the conditions and stipulations set forth in this Agreement.
19. MaineDOT may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Municipality and in no event shall any such action be deemed a breach of contract. Postponement, suspension, abandonment or termination may be taken for any reason by MaineDOT or specifically as the result of any failure by the Municipality to perform any of the services required under this Agreement to MaineDOT's satisfaction.

In the event of Project termination, all provisions of this Agreement shall become null and void except for the financial obligations set forth herein, as well as those *provisions that by their very nature are intended to survive*.

L. Miscellaneous Provisions:

20. **Debarment.** The Municipality certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Municipality is unable to certify to this statement, it shall attach an explanation to this

Agreement. The Municipality shall promptly notify MaineDOT if it or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21. All provisions of this Agreement, *except those that by their very nature are intended to survive*, shall expire at Project final voucher, or upon final payment by the Municipality of any Project costs as hereinbefore provided, whichever occurs later.
22. **State of Maine's Rights of Set-Off.** MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State of Maine's option to withhold for the purposes of set-off monies due the Municipality under a specific project contract up to any amounts due and owed to MaineDOT with regard to this Agreement, and any other agreement/contract with any State of Maine department or agency, including any agreement/contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State of Maine for any reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by MaineDOT, its representatives, or the State Controller. When applicable, MaineDOT reserves the right to withhold or reduce future Local Road Assistance payments to the Municipality for purposes of set-off to recover the amount owed.
23. **Non-Appropriation.** Anything herein to the contrary notwithstanding, the Municipality acknowledges and agrees that although the execution of this agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.
24. **Assignment.** No assignment of this agreement is contemplated, and in no event shall any assignment be made without the express written permission of MaineDOT.
25. **Notice.** Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and may be sent via email which shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Alternatively, communications can be mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending party. Said communications, requests or notices shall be sent to the other party as follows:

MaineDOT: Maine Department of Transportation
 24 Child Street
 16 State House Station
 Augusta, ME 04333-0016
 Attn.: Daniel Loring, PE, Senior Project Manager
 Email: daniel.m.loring@maine.gov

Municipality: City of Portland
212 Canco Road, Suite B
Portland, ME 04103-4221
Attn.: Jeremiah J. Bartlett, PE, PTOE, Transportation Systems Engineer
Email: jbartlett@portlandmaine.gov

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT effective on the day and date last signed below.

MUNICIPALITY OF PORTLAND

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
Danielle West, City Manager

By: _____
Todd Pelletier, P.E., Director
Bureau of Project Development

(Date Signed)

(Date Signed)

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

MEMORANDUM
City Council Agenda Item

FROM: Brendan T. O'Connell
Finance Director

DATE: February 5, 2026

SUBJECT: Order 139-25/26 Approving the Payment-in-Lieu-of-Tax (PILOT) Policy -
Sponsored by Finance Committee, April Fournier, Chair

SPONSOR: April Fournier, Finance Committee Chair. The Finance Committee voted on January 29, 2026 to recommend passage of this item as amended, vote 2-0 (Councilor Fournier absent).

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 2/23/2026

Final Action 2/23/2026

Can action be taken at a later date: No Policy is intended to be implemented for FY27.

Does this item involve a new contract with the City: No

PRESENTATION: No additional presentation. Staff from the Finance Department will be available to answer questions on the policy.

I. SUMMARY

After several years of development, the Finance Committee unanimously passed a draft Payment in Lieu of Tax (PILOT) Policy at the January 29, 2026 meeting for consideration by the full City Council.

II. AGENDA DESCRIPTION

The Finance Committee voted on January 29, 2026 to recommend passage of this item as amended, vote 2-0 (Councilor Fournier absent).

In recent years, several Council Committees have worked towards the goal of development of a voluntary Payment in Lieu of Taxes (PILOT) policy for the City of Portland. At the January 29, 2026 Finance Committee meeting, the Committee members in attendance unanimously recommended a draft policy for consideration by the full Council. The policy has been shaped by many years of outreach and input from peer cities, elected officials, City staff, and exempt entities. Many of the PILOT policy core components are a direct result of feedback received during the multi-year policy development process.

See the Background section of memorandum for additional information on the PILOT policy and key components.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

In recent years, several Council Committees have worked towards the goal of development of a voluntary Payment in Lieu of Taxes (PILOT) policy for the City of Portland. This includes work by the Economic Development Committee and more recently the City's Finance Committee in late 2024 through early 2026. At the January 29, 2026 Finance Committee meeting, the Committee unanimously recommended a draft policy for consideration by the full Council. The policy has been shaped by many years of outreach and input from peer cities, elected officials, City staff, and exempt entities. Many of the PILOT policy core components are a direct

result of feedback received during the multi-year policy development process.

The PILOT policy has five key components.

- 1) The PILOT policy is completely voluntary. No tax-exempt organization will be compelled legally or statutorily to make contributions.
- 2) The PILOT policy would be applied equally to all tax-exempt organizations who own property in the City. Based on feedback received from the exempt organizations in the City (specifically tax-exempt nonprofit organizations who were concerned about the potential impact to small and medium sized nonprofits, despite the policy being completely voluntary) an exemption of \$10M in property value has been included in the policy for each organization. This means that the PILOT requests are based on only the value in excess of \$10M owned by each exempt organization, eliminating or significantly reducing PILOT requests to smaller and medium sized exempt entities.
- 3) The PILOT policy and requested voluntary PILOT contributions are designed to help offset the cost of basic City services consumed by all entities. These services represent approximately 40% of the regular property tax rate, and are public safety (police, fire, emergency 911 communications), and basic infrastructure services (snow removal, public spaces maintenance).
- 4) The PILOT policy includes a SILOT component, a services in lieu of taxes credit. Institutions may receive up to a 50% PILOT credit for qualifying community programs and services that uniquely benefit Portland residents. This opportunity for credit is in recognition of the community partners and exempt organizations who help reduce the burden on certain types of City services. In the case of exceptional opportunities for partnership, including for organizations who provide significant housing to address the housing affordability crisis in Portland, the 50% cap may be exceeded. The SILOT component of the policy was a key addition during the Committee process to highlight the essential contributions to the community from our exempt entity partners. An annual report highlighting the community benefits provided by our exempt entities will be published each year. The FY24 example from the City of Boston has been included in the backup materials.
- 5) The new PILOT program will be phased in over a three-year period beginning in FY27, with a build up of 10% of the normal voluntary PILOT requested in FY27, 30% requested in FY28, and 50% requested in FY29 and beyond. In practice, this phase in provides an affordable and predictable phase in period. As an example, a taxable parcel worth \$15M would receive a property tax bill of \$179,700 in FY26 based on current mill rate of \$11.98. Under this PILOT policy, after consideration of the reductions in 1-5, the year 1 PILOT request would only be 1.33% of regular taxes due, rising to approximately 6.67% of regular property taxes due in Year 3 and thereafter. See Appendix A of the PILOT policy for additional calculation examples.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The PILOT policy directly addresses the 2026 City Council Goal to “Support Affordability for All Residents Through New Revenue Policies and Targeted Tax Relief” and more specifically “Consider a policy amendment to diversify city revenue streams to offset taxpayer burden (e.g, fiscal impact of cruise ships, Payment in Lieu of Taxes).” Although there are no guarantees of additional / diversified revenues as a result of this policy, it will open the door to many conversations with exempt entities across the City and potentially lead to future partnership including formal PILOT agreements.

V. FINANCIAL IMPACT

As noted previously, there is no guarantee that this PILOT policy will generate additional revenue as any PILOT payments would continue to be completely voluntary. There are also no significant new expenses

anticipated as a result, as there would only be a small cost (estimated at under \$1000) associated with the mailing of a few hundred PILOT payment requests.

VI. STAFF ANALYSIS AND BACKGROUND

N/A – See Background and Intended Results sections for complete details

VII. RECOMMENDATION

Move passage for implementation for FY27

VIII. LIST ATTACHMENTS

1. Order - Approving PILOT Policy
2. City of Portland - PILOT Policy - Finance Committee Recommended Draft - 1_29_2026
3. FY24 PILOT Community Benefits Summary and FY24 Recap - City of Boston

Prepared by:

Brendan T. O'Connell

Finance Director

Date: 02/05/2026

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

ORDER APPROVING THE PAYMENT-IN-LIEU-OF-TAX (PILOT) POLICY

ORDERED, that the Payment-in Lieu-of-Tax (PILOT) Policy is hereby adopted as attached hereto.



**City of
portland**



**CITY OF PORTLAND, MAINE
PAYMENT IN LIEU OF TAXES POLICY (PILOT)**

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1. PURPOSE

In order to maintain the high standard of municipal services that Portland has historically provided, the City Council has established a policy for PILOT (Payment-In-Lieu-of-Tax) contributions from tax-exempt property owners (referred to hereafter as “exempt property” owners). The purpose of this PILOT policy document is to summarize the uniform policy to be applied to the exempt properties within the City. The policy is intended to provide clarity to exempt organizations who wish to locate in Portland. The policy includes monetary payments and consideration of other services provided by exempt organizations. The policy also provides guidance for City staff when approached with questions about PILOT policy requirements.

2. THE NEED FOR A FORMAL PILOT POLICY

According to the City Tax Assessor, the amount of tax-exempt property within the City of Portland has risen to approximately \$3.93 billion dollars as of June 30, 2025. If this nearly \$4B of property were taxable, it is estimated that the City’s property tax rate would be almost 20% lower due to spreading the property tax burden across a larger base. The rise in exempt valuation has put increasing pressure on the remaining property owners in Portland (referred to hereafter as “non-exempt property” owners) to fully fund the broad spectrum of critical services offered to all residents and visitors to Portland.

The City recognizes that exempt organizations contribute directly to the quality of life within the community and welcomes these organizations. Portland has historically been recognized as a leader in Maine in the area of higher education, arts and culture, social services, public health, equity and religious freedom. The City’s location, status as the economic engine of Northern New England, located just under 2 hours north of Boston, with easy access via major highway, bus, rail, and jetport, makes it attractive for exempt organizations. This demand for land and

buildings to operate exempt organizations has absorbed significant amounts of taxable property within the City in recent years. The loss of taxable property value impacts affordability for residents, local businesses and the overall Greater Portland community. In order to maintain the financial health of the community as a whole and to continue to provide a range of quality services, the City must set an objective to maintain its existing tax base composition and expand it where reasonably possible. Strong PILOT policies have been used in municipalities nationwide to achieve this objective. Several key reasons noted for adoption of strong PILOT policies are listed below.

- With an increasing amount of exempt property within a City, exempt entities should share in the cost of basic services which benefit them. Police, fire protection, and road maintenance are the costs most frequently allocated to exempt property owners in other municipalities.
- A strong PILOT policy has the potential to help ease the tax burden on non-exempt property owners, and create a more equitable distribution of the tax levy across those who consume core City services.
- PILOT policies help address inequities created by tax exemptions (i.e., the greatest tax savings goes to organizations who have the most valuable property holdings).
- PILOT policies can reduce inefficient location decisions made by exempt entities (i.e., tax-exempt status creates an incentive for these entities to locate in cities where the tax savings are highest and the public services provided by the jurisdiction are broadest).

3. FIVE BASIC PRINCIPLES OF THE PILOT POLICY

I. Participation in the PILOT Program is voluntary

Consideration was given to seeking an ordinance change to require PILOT payments and ensure more uniform participation. However, any attempt to impose a legal or statutory requirement would face significant opposition and runs counter to the spirit of partnership between the City and its local institutions that a successful PILOT program would provide.

II. PILOT should be applied equally to all current and future exempt groups in Portland

All exempt institutions should participate in the PILOT program. While significant focus has been placed on the City's medical and educational institutions and their growing footprint, the City's museums, cultural facilities, and other significant exempt institutions share a similar interest in the financial health of and core services provided by the City.

While broad participation is essential to the program's success, the City has determined that an exception should be made for small and medium sized exempt entities which may lack the resources to fully engage in the PILOT process. In response to significant feedback from the community regarding impact of a program on small exempt organizations, an exemption of **\$10 million** in assessed property value has been added into the PILOT policy. An exemption of this amount will be applied to all organizations under this policy, one per parcel owner, eliminating the PILOT completely for the smaller institutions which own less than ten million in property value, while mitigating the financial impact of PILOT payments on medium sized organizations owning property valued at just beyond this threshold.

III. PILOT contributions should offset cost of basic City services:

PILOT policies nationwide set contribution levels at an amount designed to cover the portion of the tax levy related to basic and core City services. For purposes of this PILOT, those services have been designated as public safety services (police and fire) and basic infrastructure services including public spaces maintenance and snow removal. To enhance predictability for organizations impacted by the policy, and to prevent significant year over year fluctuations in base amount, the PILOT contribution level (i.e. the estimated portion of the tax levy related to basic and core City services) has been set at 40% of the regular property taxes due. However, in addition to the exemption from II above, there are additional potential PILOT credits and a phase-in period as outlined in IV and V below.

IV. PILOT policy includes a SILOT (Services In Lieu of Taxes) deduction

Community benefits are an important aspect of an institution's contribution to the City. Institutions may receive up to a 50% PILOT deduction for qualifying community programs and services that uniquely benefit Portland residents. This opportunity for credit is in recognition of the community partners and exempt organizations who help reduce the burden on certain types of City services. In the case of exceptional opportunities for partnership, including for organizations who provide significant housing to address the housing affordability crisis in Portland, the 50% cap may be exceeded. Institutions may also receive a credit on their PILOT in the amount of real estate taxes paid on properties that would ordinarily qualify for a tax exemption based on use, as well as a credit for costs paid which would otherwise be paid. Section 6 of this document contains more detail on criteria for the SILOT deduction.

V. The new PILOT formula should be phased in over a 3-year period starting in FY 2027

While the payments currently made by some institutions approach the levels indicated by the program levels recommended above, most institutions fall below the recommended amounts. Institutions will require time to make the necessary adjustments in their budget and financial plans to accommodate increased PILOT amounts. To ensure a smooth transition, staff recommends that the new formula be phased in over a time period of not less than three years (see Calculation of Payment Due section for more details).

VI. The new PILOT formula should factor in other voluntary payments or required service fee payments to the City

Many exempt entities make fully voluntary, non-required contributions to the City on an annual or recurring basis. These payments should be deducted from the PILOT amounts that would normally be due. Similarly, any required or contracted payments under MRS Title 36 M.R.S. § 508 “Service Fees” should also be deducted from the PILOT amounts that would normally be due.

4. IS THE PILOT POLICY APPLICABLE TO MY ORGANIZATION?

All exempt organizations are encouraged to participate in the PILOT policy. As noted previously an exemption amount of \$10M will be applied to all organizations under this policy, eliminating the PILOT completely for the smaller and medium sized institutions, while mitigating the financial impact of PILOT payments on institutions just beyond this threshold. These exempt organizations will be noted in the PILOT Policy Annual Results published each fiscal year.

5. CALCULATION OF PILOT PAYMENT DUE

PILOT contributions are based on the value of real estate owned by an institution. The calculation of recommended PILOT payment due can be determined as follows:

Step 1: Begin with total assessed value of exempt property owned by an organization

Step 2: Subtract the \$10M of PILOT exemption*

Step 3: Divide by \$1000 (the mil rate is applied per \$1000 of assessed value)

Step 4: Multiply by the current City of Portland fiscal year mill rate

Step 5: Multiply by 40%

Community Benefit Credit: Subtract any agreed upon SILOT credit (see Section 6 for more details on SILOT).

***Note - \$10M exemption is applied per parcel owner, not per parcel.**

The calculation begins with 100% of an exempt property owner's assessed value related to their exempt property only (i.e., non-exempt property is already included in the regular property tax billing and should be excluded from the PILOT calculation). The \$10M of PILOT exemption should be subtracted from this total, and the remaining total should be divided by \$1000 and multiplied by the current City of Portland fiscal year mill rate. The result should be multiplied by 40% to determine the PILOT amount due. The 40% represents the cost of the City's "core" services which are public safety (Police, Dispatch and Fire Departments) and basic public spaces maintenance / winter operations. After any phase in period, the PILOT payment due could be further reduced by any available SILOT (Services-in-lieu-of-taxes) credit which has been applied to the exempt organization by the City. SILOT credits are not guaranteed to every organization and are calculated on a case by case basis by the City. The SILOT credit may not exceed 50% of

the total amount of the PILOT due. See the SERVICES IN LIEU OF TAXES (SILOT) CREDIT section for complete details on SILOT criteria and calculation.

6. SERVICES IN LIEU OF TAXES (SILOT) CREDIT

In consideration of the community benefits of the exempt organization within the City, the PILOT policy includes a deduction for services provided. A list of items which could qualify for SILOT credit are listed below. In general, only activities which are outside an exempt organization's core mission would be considered for SILOT credit. However, exceptions will be considered when a direct benefit to City of Portland residents can be reliably measured. An exempt entity will have an opportunity on an annual basis to outline their SILOT contributions via a standard form distributed with the estimated PILOT bill.

Participation in City Initiatives

- Targeted scholarships for Portland residents
- Summer Job Creation / Youth Employment
- Set Up Health Disparities Initiative

Policy Based Collaborations

- Public/Community Health Initiatives
- Partnerships with Local Schools
- Job Training Initiatives
- Direct support on City Council Goals / participation on Task Forces

Other Direct Contributions

- Real Estate Taxes on Property Used for Institutional Purposes
- Donations to City capital projects or initiatives
- Donations in kind (e.g., real estate, personal property)
- Provision of services otherwise provided by the City (e.g., snow removal on public right of way, maintenance of a public facility, security services provided in public areas)
- Significant contributions to City's housing stock
-

Good Neighbor Activities

- Volunteer Efforts of Students/Employees
- Sponsorships of local organizations

A non-comprehensive listing of items which would NOT qualify for SILOT credit is below:

- Real Estate Taxes on Property used for Non-institutional Purposes
- Linkage Payments
- Permit Inspection Fees
- Student Spending
- Salaries Paid to Employees
- Construction Costs
- Purchase of Goods, Services
- Grants Received / Outside Money
- Operating Support for Community Health Clinics
- Unreimbursed Medicare or Medicaid

If an exempt property owner is considering a formal PILOT payment to the City and would like SILOT credit, the Finance Department should be contacted to begin the process.

7. ANNUAL BILLING AND THREE-YEAR PHASE IN (FY27-FY29)

Annual Billing

The annual billing for the PILOT will be performed by City staff. PILOT bills will be sent on a semiannual basis on a schedule similar to regular property tax billing – typically PILOT bills will be sent in July of each fiscal year. A SILOT credit application will also be enclosed with the PILOT bill and each exempt organization will have 30 days to complete and return form. The City will review the forms and notify each organization of SILOT credits received – including a revised PILOT bill for the current fiscal year. PILOT payments will be due on the regular property tax payment dates – typically the second Friday in October and March of each year.

Three Year Phase In – New PILOT Agreements

For any exempt organizations impacted by this policy, who currently exist in the City and are remaining in their existing locations, a three-year phase in is permitted. The amounts due in the first three tax years of the new program are listed below and should be calculated based on Step 1 through Step 5 in the Calculation of Amount Due section above. In future fiscal years, the payment calculation could remain at the normal PILOT amount due assuming that a full community benefit credit is received.

FY27 – 10% of the normal PILOT amount

FY28 – 30% of the normal PILOT amount

FY29 – 50% of the normal PILOT amount

FY30 and thereafter - Full PILOT requested, less \$10M exemption and any community benefit credit received.

8. GUIDANCE FOR CITY STAFF – ENCOURAGING PARTICIPATION IN THE PILOT PROGRAM AND ANNUAL REPORTING ON PILOT PAYMENTS

Several common transactions should be used as opportunities for City staff to inform exempt organizations about the PILOT policy and in some cases encourage participation.

Property Sale – Where conversion to exempt property	Strongly encourage signing of a new PILOT payment agreement, present policy along with standard agreement.
Building Permit – Where conversion to exempt property	Strongly encourage signing of a new PILOT payment agreement, present policy along with standard agreement.

Zoning Amendment Request	Strongly encourage signing of a new PILOT payment agreement, present policy along with standard agreement.
Site Plan Review	Inform of PILOT policy – present copy of document
Passage of Formal Pilot Policy / Amendments to PILOT Policy	Notify all potentially impacted exempt organizations

Finally, the Finance Department along with the Assessors Department will publish a **PILOT Annual Report** by December 31 of each calendar year beginning in 2027, noting the amount of regular property tax which would be due if the entity was non-exempt, the amount of PILOT requested in the current year via letter for each parcel, amount paid, and amount remaining unpaid. The report will also detail community benefits provided by each entity in future years after the phase-in period.

Appendix A - Examples of PILOT Payments Due by Exempt Property Value

As a reminder, the PILOT amount due can be calculated as follows:

- 1) Begin with the total exempt assessed value of an organization
- 2) Subtract the amount of PILOT exemption from the assessed value (one exemption per organization)
- 3) Divide by \$1,000 (the mill rate is applied per \$1,000 of assessed value)
- 4) Multiply by the current City of Portland fiscal year mill rate (FY26 rate is \$11.98)
- 5) Multiply by the amount of the estimated portion of the regular tax rate dedicated to basic services (40%)
- 6) Prorate the amount due based on the proposed phase in - 10% in Year 1, 30% in Year 2, 50% in Year 5 (and beyond, assuming community benefit criteria is met after Year 5).

EXAMPLE #1 - ENTITY WHICH OWNS \$10,000,000 OF EXEMPT PROPERTY VALUE			
ASSUMES FULL COMMUNITY BENEFIT CREDIT OF 50%			
VALUE OF EXEMPT PROPERTY OWNED	\$10,000,000		
PILOT EXEMPTION AMOUNT	\$10,000,000		
Year 1 PILOT Amount	Fully Exempt		
Year 2 PILOT Amount	Fully Exempt		
Year 3 PILOT Amount	Fully Exempt		
Note - Full property taxes for a homeowner with a \$10,000,000 non-exempt hom			\$119,800

EXAMPLE #2 - ENTITY WHICH OWNS \$15,000,000 OF EXEMPT PROPERTY VALUE			
ASSUMES FULL COMMUNITY BENEFIT CREDIT OF 50%			
VALUE OF EXEMPT PROPERTY OWNED	\$15,000,000		
PILOT EXEMPTION AMOUNT	\$10,000,000		
		% of full property taxes	
Year 1 PILOT Amount	\$2,396	1.33%	
Year 2 PILOT Amount	\$7,188	4.00%	
Year 3 PILOT Amount (and thereafter)	\$11,980	6.67%	
Note - Full property taxes for a homeowner with a \$15,000,000 non-exempt hom			\$179,700

EXAMPLE #2 - ENTITY WHICH OWNS \$25,000,000 OF EXEMPT PROPERTY VALUE			
ASSUMES FULL COMMUNITY BENEFIT CREDIT OF 50%			
VALUE OF EXEMPT PROPERTY OWNED	\$25,000,000		
PILOT EXEMPTION AMOUNT	\$10,000,000		
Year 1 PILOT Amount	\$7,188		
Year 2 PILOT Amount	\$21,564		
Year 3 PILOT Amount (and thereafter)	\$35,940		
Note - Full property taxes for a homeowner with a \$25,000,000 non-exempt hom			\$299,500



Summary of FY24 PILOT Community Benefits

As outlined by the 2011 PILOT Taskforce, PILOT Community Benefits are broadly defined as services that directly benefit City of Boston residents; support the City's mission and priorities with the idea in mind that the City would support such an initiative in its budget if the institution did not provide it; emphasize ways in which the City and the institution can collaborate to address shared goals; and, are quantifiable. Lastly, PILOT Community Benefits should include only those investments that are above and beyond the institution's existing commitments such as Institutional Master Plan requirements, Article 80 requirements, Determination of Need and the like.¹ Examples of PILOT Community Benefits programs include academic scholarships, job training initiatives, health disparities programs. More detailed examples of FY24 Community Benefit programs can be found below.

In FY24, **40 institutions** submitted PILOT Community Benefits reports totaling \$256.4M, of which \$229.0M were considered eligible. Given that an institution can only receive community benefits credit for 50% of its PILOT request, **\$63.7M in community benefits credit was accepted** in total this year. Institutions partnered with approximately **590 local organizations** to implement these programs.

To better understand the impact of PILOT Community Benefits across the city, this year's submissions were broadly categorized. The following categorization is a preliminary assessment based on the information provided about each Community Benefit by our partner institutions. All submitted Community Benefits were categorized, with the exception of some programs which require more information before making an assessment. Please note that additional benefits to the community through Institutional Master Plan requirements, Article 80 requirements, Determination of Need and other means are not accounted for in this analysis.

¹ For more information on Institutional Master Plans coordinated by the Boston Planning & Development Agency, see <http://www.bostonplans.org/planning/institutional-planning/institutional-planning>



Table 1: Preliminary Assessment of Community Benefits Programs FY19–24²

Category	FY19 Value	FY20 Value	FY21 Value	FY22 Value	FY23 Value	FY24 Value
Education: post-secondary access, scholarships, school funding, supports and resources, and investment in educational environment	\$53M	\$65.4M	\$72.4M	\$73M	\$91.2M	\$120M
Community Health: community health initiatives, education and outreach beyond the charitable mission of the institution	\$27.2M	\$28.7M	\$31.9M	\$33M	\$33.8M	\$36.9M
Good Neighbor Activity: donations of facilities, goods, and/or supplies, monetary support of community associations, volunteer activities, and paid student internships	\$27.9M	\$16.4M	\$16.5M	\$18.4M	\$21.8M	\$26M
Built Environment: active transportation options, parks and open space, access to healthy foods	\$17.3M*	\$18.5M	\$17.2M	\$16.4M	\$15.5M	\$18.1M
Cultural: access to cultural spaces, activities and programs	\$10.4M*	\$11.0M	\$5.7M	\$4M	\$8.6M	\$14M
Employment: workforce development programs, job readiness training, summer jobs program	\$4.6M	\$4.3M	\$4.6M	\$3.3M	\$3.4M	\$4.2M
Violence Prevention: youth violence, sexual violence and other community violence prevention and public safety programs	\$4.9M	\$4.0M	\$3.5M	\$4.5M	\$4.3M	\$4.9M
Housing: development and maintenance of safe, stable, affordable living accommodations**	\$579K	\$863K	\$1.0M	\$1.1M	\$1.8M	\$3M
City Fellowships and Direct Funding: fellowships, co-ops and direct funding to City departments	\$2.6M	\$2.6M	\$1.1M	\$2.5M	\$2.6M	\$2.1M
Social Environment: social networks, participation, cohesion, capital, support, inclusion, integration, and norms	\$4.6M	\$1.3M	\$832K	\$65K	\$74K	\$90K
Grand Total	\$157.4M	\$153.2M	\$154.5M	\$156.4M	\$183M	\$229M

*These FY19 values have been adjusted given an error in last year's reporting on community benefit submissions. Harvard University's Arnold Arboretum now falls under the Built Environment category (in FY19, it was erroneously placed in the Cultural category).

² Please note that FY19 was the first year that Community Benefits Programs were categorized.



**For more information on student housing, see [Student Housing Trends](#) 2021-22 Academic Year.

To further understand the impact of PILOT Community Benefits across the city, institutions also submitted information about the neighborhoods served by every program. The following neighborhood categorizations are a preliminary assessment based on the information provided about each Community Benefit program by our partner institutions. Please note that some programs serve multiple neighborhoods; for those programs, the reported value of that program is counted in each neighborhood served. 80% of programs served residents citywide and 94% of the total reported value of PILOT Community Benefits were citywide.

Table 2: Preliminary Assessment of Community Benefits Programs by Neighborhood FY20-24

Neighborhood	FY20 Value	FY21 Value	FY22 Value	FY23 Value	FY24 Value
City-wide	\$136,197,090	\$138,076,317	\$126,889,967	\$151,395,153	\$207,237,603
Allston	\$598,283	\$4,478,709	\$3,729,604	\$3,666,138	\$3,566,463
Brighton	\$612,731	\$4,517,959	\$3,880,140	\$4,391,644	\$4,474,760
Back Bay	\$264,078	\$156,754	\$180,234	\$209,588	\$228,600
Beacon Hill	\$241,664	\$184,450	\$134,784	\$212,166	\$319,953
Charlestown	\$886,336	\$1,661,907	\$224,450	\$928,358	\$593,131
Chinatown/Downtown /Leather District	\$1,023,671	\$4,086,105	\$2,523,311	\$2,815,959	\$3,410,005
Dorchester	\$8,240,706	\$7,050,028	\$7,316,710	\$7,636,971	\$5,811,770
East Boston	\$5,558,857	\$2,602,675	\$1,532,540	\$2,470,506	\$3,061,899
Fenway-Longwood	\$7,521,589	\$7,815,539	\$6,279,614	\$6,751,072	\$227,652
Hyde Park	\$284,074	\$1,296,828	\$2,557,521	\$2,799,838	\$1,749,478
Jamaica Plain	\$1,847,986	\$1,488,038	\$1,335,490	\$939,755	\$1,102,371
Mattapan	\$1,362,948	\$3,063,772	\$3,221,213	\$3,812,110	\$2,149,077
Mission Hill	\$5,471,080	\$7,676,319	\$7,010,949	\$6,658,225	\$3,362,048
North End	\$119,873	\$143,350	\$22,784	\$79,066	\$84,953
Roslindale	\$402,415	\$1,147,632	\$3,805,044	\$5,113,865	\$3,178,464



Neighborhood	FY20 Value	FY21 Value	FY22 Value	FY23 Value	FY24 Value
Roxbury	\$5,518,219	\$9,434,475	\$9,751,924	\$11,090,249	\$5,559,205
South Boston	\$1,267,679	\$953,765	\$2,574,627	\$3,085,733	\$1,498,612
South End	\$3,299,382	\$3,410,590	\$4,554,848	\$4,704,728	\$1,943,698
West End	\$360,483	\$244,274	\$144,075	\$98,204	\$94,953
West Roxbury	\$391,917	\$632,649	\$2,405,335	\$2,572,248	\$507,069

Institutions who did not submit a report were not eligible to receive community benefit credit. **Four** institutions did not submit Community Benefits programs in FY24:

- Boston College *(did not submit for the previous 5 years)*
- Joslin Diabetes Center *(did not submit for the previous 4 years)*
- Roxbury Latin School *(did not submit for the previous 5 years)*
- Shriners Hospital *(did not submit for the previous 5 years)*



Fiscal Year 2024 Educational PILOT Contributions

Institution	PILOT Value Basis	Requested PILOT	Community Benefits Report Received?	Community Benefit Credit Received	Community Benefits Credit Utilized	Cash Contribution	Remaining PILOT Request	% PILOT Request Met
Berklee College of Music*	\$ 173,943,523	\$ 1,502,780	Yes	\$ 751,390	100%	\$ 375,695	\$ 206,870	86%
Boston Architectural College	\$ 19,056,500	\$ 38,354	Yes	\$ 19,177	100%	\$ 19,177	\$ -	100%
Boston College *	\$ 536,095,300	\$ 4,926,855	No	\$ -	0%	\$ 441,042	\$ 3,807,826	23%
Boston College High School	\$ 27,176,500	\$ 115,126	Yes	\$ 57,563	100%	\$ -	\$ 57,563	50%
Boston University *	\$ 2,623,525,324	\$ 24,207,193	Yes	\$ 12,103,596	100%	\$ 6,300,000	\$ 5,469,102	77%
Emerson College	\$ 266,674,500	\$ 2,368,778	Yes	\$ 1,184,389	100%	\$ 141,591	\$ 1,042,798	56%
Emmanuel College	\$ 194,556,700	\$ 1,697,674	Yes	\$ 848,837	100%	\$ 170,000	\$ 678,837	60%
Fisher College	\$ 42,819,500	\$ 263,028	Yes	\$ 131,514	100%	\$ -	\$ 131,514	50%
Harvard University *	\$ 1,524,362,253	\$ 14,250,973	Yes	\$ 7,125,487	100%	\$ 4,063,489	\$ 3,035,808	79%
Massachusetts College of Pharmacy	\$ 109,297,000	\$ 891,560	Yes	\$ 445,780	100%	\$ 445,780	\$ 0	100%
New England College of Optometry	\$ 25,065,500	\$ 95,168	Yes	\$ 47,584	100%	\$ 47,584	\$ -	100%
New England Conservatory	\$ 29,747,000	\$ 139,430	Yes	\$ 69,715	100%	\$ -	\$ 69,715	50%
Northeastern University *	\$ 1,442,078,481	\$ 13,457,148	Yes	\$ 6,728,574	100%	\$ 1,900,000	\$ 4,487,780	67%
Roxbury Latin School	\$ 52,896,200	\$ 358,301	No	\$ -	0%	\$ -	\$ 358,301	0%
Showa Institute	\$ 36,073,778	\$ 199,248	Yes	\$ 99,624	100%	\$ 99,624	\$ 0	100%
Simmons College	\$ 139,730,000	\$ 1,179,298	Yes	\$ 589,649	100%	\$ -	\$ 589,649	50%
Suffolk University	\$ 217,346,500	\$ 1,878,871	Yes	\$ 939,435	100%	\$ 556,069	\$ 383,367	80%
Tufts University	\$ 151,374,962	\$ 1,278,753	Yes	\$ 639,376	100%	\$ 450,000	\$ 189,377	85%
Wentworth Institute of Technology	\$ 213,771,069	\$ 1,869,969	Yes	\$ 934,984	100%	\$ -	\$ 934,985	50%
Winsor School	\$ 41,283,900	\$ 248,509	Yes	\$ 124,255	100%	\$ -	\$ 124,254	50%
Total	\$ 7,866,874,490	\$ 70,967,017		\$ 32,840,929		\$ 15,010,050	\$ 21,567,746	70%

*These institutions receive a credit for property taxes paid on property that would qualify for exemption

As of April 29, 2025



Fiscal Year 2024 Medical PILOT Contributions

Institution	PILOT Value Basis	Requested PILOT	Community Benefits Report Received?	Community Benefit Credit Received	Community Benefits Credit Utilized	Cash Contribution	Remaining PILOT Request	% PILOT Request Met
Beth Israel Deaconess Medical Center	\$ 816,793,701	\$ 7,576,034	Yes	\$ 3,788,017	100%	\$ 3,788,017	\$ 0	100%
Boston Children's Hospital *	\$ 1,085,254,663	\$ 9,534,430	Yes	\$ 7,150,822	100%	\$ 2,007,287	\$ 0	100%
Boston Medical Center *	\$ 153,802,100	\$ 1,208,248	Yes	\$ 906,186	100%	\$ -	\$ 298,234	75%
Brigham and Women's Hospital	\$ 820,202,335	\$ 7,608,468	Yes	\$ 3,804,234	100%	\$ 3,024,526	\$ 779,708	90%
Dana Farber Cancer Institute	\$ 373,291,603	\$ 3,303,088	Yes	\$ 1,651,544	100%	\$ 1,651,544	\$ -	100%
Faulkner Brigham and Women's	\$ 162,003,500	\$ 1,389,890	Yes	\$ 694,945	100%	\$ 570,074	\$ 124,871	91%
Franciscan Children's Hospital	\$ 50,402,000	\$ 334,719	Yes	\$ 167,360	100%	\$ -	\$ 167,359	50%
Hebrew Rehabilitation Center	\$ 41,744,000	\$ 252,859	Yes	\$ 126,430	100%	\$ 33,938	\$ 92,491	63%
Joslin Diabetes Center	\$ 86,293,700	\$ 674,068	No	\$ -	0%	\$ -	\$ 674,068	0%
Massachusetts Eye & Ear Infirmary	\$ 116,908,100	\$ 963,521	Yes	\$ 481,761	100%	\$ 436,452	\$ 45,308	95%
Massachusetts General Hospital	\$ 1,786,998,579	\$ 16,753,853	Yes	\$ 8,376,926	100%	\$ 6,875,006	\$ 1,501,921	91%
New England Baptist Hospital	\$ 132,181,873	\$ 1,107,932	Yes	\$ 553,966	100%	\$ 370,872	\$ 183,094	83%
Shriners Hospitals for Children Boston	\$ 106,097,400	\$ 861,308	No		0%	\$ -	\$ 861,308	0%
Spaulding Rehabilitation Hospital	\$ 153,933,900	\$ 1,313,593	Yes	\$ 656,797	100%	\$ 539,064	\$ 117,732	91%
Tufts Medical Center	\$ 456,821,900	\$ 4,148,249	Yes	\$ 2,074,124	100%	\$ 150,000	\$ 1,924,125	54%
Total	\$ 6,342,729,354	\$ 57,030,260		\$ 30,433,112		\$ 19,446,780	\$ 6,770,220	88%

*These institutions receive a credit for property taxes paid on property that would qualify for exemption

As of April 29, 2025



Fiscal Year 2024 Cultural PILOT Contributions

Institution*	PILOT		Requested PILOT	Community Benefits Report Received?	Community	Community	Cash	Remaining	% PILOT				
	Value Basis				Benefit Credit	Benefits Credit				Contribution	PILOT Request	Request Met	
					Received	Utilized							
Boston Symphony Orchestra	\$	28,072,562	\$	123,599	Yes	\$	61,799	100%	\$	61,800	\$	0	100%
GBH (WGBH)	\$	49,902,500	\$	329,996	Yes	\$	164,998	100%	\$	164,998	\$	0	100%
Longwood Collective	\$	50,947,000	\$	339,872	Yes	\$	169,936	100%	\$	169,936	\$	0	100%
Total	\$	128,922,062	\$	793,467		\$	396,733		\$	396,734	\$	0	100%

* In FY24, the City of Boston entered into an alternative system with the Boston Children's Museum, Institute of Contemporary Art, Isabella Stewart Gardner Museum, Museum of Fine Arts, Museum of Science, and the New England Aquarium to report on their institution's ongoing and expanded community benefits and other mission-related programs for Boston residents. These institutional community benefits reports are posted on the PILOT website.

As of April 29, 2025



Fiscal Year 2024 PILOT Contributions

Category	Requested		Community Benefit		Cash	% PILOT
	PILOT		Credit		Contribution	Request Met
Educational	\$	70,967,017	\$	32,840,929	\$ 15,010,050	67%
Medical	\$	57,030,260	\$	30,433,112	\$ 19,446,780	91%
Cultural	\$	793,467	\$	396,733	\$ 396,734	100%
Total	\$	128,790,744	\$	63,670,774	\$ 34,853,564	76%

As of April 29, 2025